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LUVADA WILSON  
ERIE COUNTY  
CLERK OF COURTS  
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SANDUSKY, OHIO 44870

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USPS CERTIFIED MAIL



2021 CV 0051 /Z 000 084 231  
Freedom Mortgage Corporatio  
10500 Kincaid Drive  
Fishers, IN 46037

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9214 8901 9403 8300 0032 0846 40

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**COPY**

**COURT OF COMMON PLEAS, ERIE COUNTY**

323 Columbus Avenue, Sandusky, Ohio 44870

**SUMMONS**

Rule 4 1970 Ohio Rules of Civil Procedure

**Judge Roger E. Binette**

**Case No. 2021 CV 0051**

**Plaintiff(s):**

Robin Goretzki  
4117 Boos Road  
HURON OH 44839

**SUMMONS ON COMPLAINT**

**vs.**

**CERTIFIED MAIL**

**Defendant(s):**

Freedom Mortgage Corporation  
c/o Freedom Mortgage  
10500 Kincaid Drive  
Fishers IN 46037

To the above-named defendant(s):

You are hereby summoned that a complaint (a copy of which is hereto attached and made a part hereof) has been filed against you in this court by the plaintiff(s) named herein.

You are required to serve upon the plaintiff's attorney or upon the plaintiff's if he/she has no attorney of record, a copy of your answer to the complaint within **28 days** after mailing of this summons upon you, exclusive of the day of service. Said answer must be filed with this court within three days after service on Plaintiff's Attorney.

The name and address of the plaintiff's attorney is as follows:

Daniel L McGooley  
McGooley Law Offices  
225 Meigs Street  
SANDUSKY OH 44870

If you fail to appear and defend, judgment by default will be taken against you for the relief demanded in the complaint.

**LUVADA S. WILSON, Clerk**



By Hortense Miller-Woods, Deputy

February 11, 2021  
Z000084231

**COPY**

Feb 9 2021 02:41 PM

LUVADA S. WILSON

CLERK OF COURTS

2021 CV 0051

Precinct: Roger E

IN THE COMMON PLEAS COURT OF ERIE COUNTY, OHIO

Robin S. Goretzki , 4117 Boos Road Huron, OH 44839	)	Case No.: _____
And	)	Judge: _____
Glenna L Goretzki 4117 Boos Road Huron, OH 44839	)	
Plaintiffs	)	Daniel L. McGookey (Reg. No. 0015771) <b>McGOOEY LAW OFFICES, LLC</b> 225 Meigs Street, Sandusky, OH 44870 Phone: 419-502-7223 Fax: 419-502-0044 Counsel for Defendants Robin S. and Glenna L. Goretzki
vs.	)	
Freedom Mortgage Corporation c/o Freedom Mortgage 10500 Kincaid Drive Fishers, IN 46037-9764	)	
Defendant	)	

**COMPLAINT  
JURY DEMAND ENDORSED HEREON**

Now come the Plaintiffs Robin and Glenna Goretzki ("the Goretzkis") by and through Counsel, and hereby state their Complaint against Defendant ("Freedom") as follows:

**COMPLAINT**

**PARTIES**

1. The Goretzkis are now, and at all times mentioned herein have been, the owners of the residential real estate located at 4117 Boos Road, Ohio 44839, which is their personal residence ("the Residence").

2. The Residence is now and has been since December 8, 2015 encumbered by a mortgage recorded at RN 201511274, Erie County, Ohio Recorder's Office. ("the Mortgage"). A copy of the Mortgage is attached hereto as Exhibit 1.
3. Freedom is a national mortgage servicer, and at all times mentioned herein has been acting as the servicer of the Mortgage. Freedom assumed the servicing duties from Sun West Mortgage ("Sun West") on December 4, 2017.

#### FACTS

4. On or about December 8, 2015, the Goretzkis refinanced their home loan with Sun West, and gave it the Mortgage as part of the transaction. The loan was evidenced by a promissory note ("the Note"), which was secured by the Mortgage. A copy of the Note is attached hereto as Exhibit 1-A.
5. While their loan was serviced by Sun West, Sun West was authorized by the Goretzkis and did automatically deduct the monthly Mortgage payment from the Goretzkis' checking account on the first of each month.
6. By letter dated 11/16/17, Sun West notified the Goretzkis that Freedom was assuming servicing responsibilities for the Mortgage *effective December 4, 2017. See Exhibit 2,* attached. At the time, the Goretzkis were current on their loan. As servicing remained with Sun West as of December 1, 2017, it had the responsibility to deduct the payment due on December 1, 2017, from the Goretzkis' checking account. In fact, in its letter, Sun West stated:

"Sun West will stop accepting payments from you after 12/3/17. This fact was obviously known by Freedom. Your new servicer, Freedom Mortgage Company will start accepting payments from you on 12/04/17."

7. When Mr. Goretzki learned that their December 1, 2017 payment was not deducted from their checking account, he called SunWest and was told that Freedom took over the servicing of his loan, and that he would need to contact Freedom. Mr. Goretzki then contacted Freedom and asked why the December payment had not been automatically deducted. *He was told that Freedom had not set up their account in its system yet, and that, due to a change in servicers, the Goretzkis had a two-month grace period wherein a payment did not need to be made.* Mr. Goretzki clearly expressed his desire to make a payment so that he was not late, but Freedom refused to accept a payment because it did not have the Goretzkis' account in its system. Further, he was led to believe that, because of the grace period, the next regular payment would not be due until February 1, 2018.
8. In mid-December, 2017, Goretzkis received a "welcome letter" from Freedom Mortgage dated December 7, 2017, attached hereto as Exhibit 3. The letter, dated 6 days after the Goretzkis December 1<sup>st</sup> due date stated the following:

"The servicing of your mortgage loan from SUN WEST MORTGAGE COMPANY, INC, has transferred to us, effective December 4, 2017. Your term, rate, and balance are unchanged from your original loan, but we'll be collecting your payments from now on."

"Starting December 4, 2017, please make checks payable to Freedom Mortgage Corporation (include your loan number)."

This statement was contradicted by what Freedom told the Goretzkis earlier—that it did not have their account in its system yet and therefore could not accept a payment. It further evidences Freedom's knowledge that it was *Sun West's responsibility to automatically deduct the December 1<sup>st</sup> payment.*
9. On December 18, 2017 Goretzkis received a letter from Freedom Mortgage that the payment due on December 1, 2017 had not been received and that it was past due.

This letter again contradicts what Freedom initially told the Goretzkis: that it could not accept a payment, and that the Goretzkis had a two month grace period to make the payment, making it due on February 1, 2018. *See Exhibit 4, attached.*

10. Freedom also sent Goretzkis a Mortgage Statement on December 18, 2017 (Exhibit 5, attached), indicating that there are two monthly payments due, December 1, 2017 and January 1, 2018, even though they were still supposedly in the grace-period for making payments.
11. Freedom sent the Goretzkis a “Statement of Credit Denial” dated 12/29/17 (Exhibit 6, attached), and a letter dated 1/2/18, stating that their loan was in arrears for more than 30 days and thus in “default” (Exhibit 7). After this Mr. Goretzki called Freedom again and offered to make a payment, with the offer being rejected again, this time for the reason that Freedom *would accept no less than two full payments.*
12. Consistent with its position that the Goretzkis were in default at this point, by letter dated January 9, 2018, Freedom notified the Goretzkis of a single point of contact (Exhibit 8, attached), and by a Mortgage Statement dated 1/18/18 claimed the Goretzkis were in arrears on their December, 2017 payment, and their January 1, 2018 payment (Exhibit 9, attached). Importantly, that Statement included a \$25 charge for a “Property Inspection Fee” Clearly this was a default-related charge *imposed at a time when the Goretzkis were not even in default.*
13. In keeping with their position, on January 29, 2018, Freedom sent a letter to Goretzkis (Exhibit 10, attached) stating that they “have not received your mortgage payments for the months of December 1, 2017 through January 1, 2018”. Freedoms letter was a “demand

for payment of the total amount due as of January 29, 2018" in the amount of \$2395.58,

which included the "property inspection fee" of \$25.00. The letter goes on to state:

"To avoid foreclosure, you must pay this amount no later than March 3, 2018. .... You must also pay for all additional payments and fees that accumulate during this period. Unless we receive full payment of all past-due amounts within 33 days from the date of this notice, we will require immediate payment of your entire loan balance and we may begin foreclosure proceedings."

At this point, Goretzkis fully believed they were in the grace period until February 1, 2018 based on their verbal communication with Freedom. Freedom had declined to accept a payment when Goretzkis learned that their loan servicer had changed from Sun West to Freedom.

14. More erroneous and conflicting letters and statements from Freedom followed. As an example, on February 1, 2018, Freedom sent Goretzkis a letter stating that they were "60 days or more past due and your loan is in default". (Exhibit 11, attached).
15. On February 5, 2018 Goretzkis contacted Freedom (prior to receiving the February 1, 2018 letter), and as Freedom directed them to do previously in December, 2017, attempted to make their first payment since their grace-period ended. Freedom allowed them to make a single payment by electronic transfer from their bank account in the amount of \$1185.29. This is evidenced by Freedom's letter dated February 5, 2018. (See attached Exhibit 12). Freedom accepted the Goretzkis payment for the February 1, 2018 due date and did not require them to pay two full monthly payments as their letters had previously demanded. For this reason, the Goretzkis believed they were current, and they authorized continued monthly payments to be auto deducted from their checking account.
16. As indicated by this letter, the "next payment amount due" was \$1185.29, on January 1, 2018. Contrarily, another letter dated February 5, 2018 (Exhibit 13, attached), states:

"Our records reflect that your loan is now one payment overdue. The total amount due to cure the default on this account is \$2395.58."

Also, by Statement dated February 5, 2018, attached as Exhibit 14, Freedom claimed the Goretzkis were two payments past due, and reiterated the \$25 Property Inspection Fee.

17. As evidenced by Statement dated 3/19/18, Freedom began assessing the Goretzkis a late fee. *See Exhibit 15*, attached.
18. Freedom's above actions constitute a number of violations of the Rules promulgated by the Consumer Financial Protection Bureau governing the conduct of loan servicers, found at 12 C.F.R. § 1024.31 *et. seq.* ("the CFPB Rules"). Those violations include the following:
  - Failure to provide accurate information to the borrower (§1024.38(b)(1)(i))
  - Failure to accept a timely payment (§1024.35(b)(1))
  - Imposition of a fee or charge that the servicer lacks a reasonable basis to impose
19. Despite objection by the Goretzkis, Freedom refused to correct any of its violations. Every monthly Statement since the Statement of 3/19/21 contains an additional \$47.41 late charge. Each one of these statements every one of the numerous collection letters sent by Freedom to the Goretzkis contains errors in billing, and each represents a separate, actionable offense under federal law.
20. From the beginning when Freedom assumed the role of servicer of the Goretzkis' loan, they made it clear to Freedom they wanted to make their payment by automatic withdrawal from the same bank the payments had been withdrawn from when Sun West was the servicer. Despite this, Freedom refused to accept the Goretzkis' request that they automatically withdraw the monthly payments from their bank account.

21. By letter dated March 9, 2018, Freedom offered a “repayment plan”, a copy of which is attached hereto as Exhibit 16.
22. The repayment play would have the Goretzkis pay the total sum \$11,002.07 from 4/1/18 – 9/1/18, even though with the credit of the 2/5/18 payment they made, they would owe only \$10,667.61 (9 payments x \$1185.29 per payment), a difference of \$334.46. The Goretzkis were unable to afford these payments.
23. The Payment History produced by Freedom indicates that it was assessing late fees and other default related charges against the Goretzkis since December, 2017. Each and every statement with such charges constitutes a separate legal violation, as pointed out below.
24. Eventually, even though they were fully responsible for creating “the default”, Freedom chose to put the Goretzkis into foreclosure on April 22, 2019, by filing Case No. 2019 CV 0236 in the Erie County, Ohio Common Pleas Court, (“the Foreclosure”), and taking foreclosure judgment on July 30, 2019. By doing so, Freedom violated §1024.35(b)(9) and 1024.38((1)(v)).
25. Facing the loss of their home through foreclosure, which was of the sole making of Freedom, the Goretzkis were forced to retain Counsel.
26. Thereafter, the Goretzkis, working with Counsel, began a long and never-ending path of sending Freedom loss mitigation application materials.
27. Attached as Exhibit 17 is a timeline showing when such loss mitigation materials were sent by the Goretzkis to Freedom, and Freedom’s response.
28. On October 25, 2019, the Goretzkis through Counsel sent Freedom a Notice of Error (“First NOE”), as permitted under the CFPB Rules. A copy of the First NOE without exhibits is attached hereto as Exhibit 18. Among other things, the First NOE pointed out

numerous violations of the law committed by Freedom, and demanded that Freedom vacate the foreclosure judgment and dismiss the Complaint.

29. In response, Freedom sent a letter dated February 7, 2020, apologizing for its actions, but failing to take any corrective action. Exhibit 19, attached.

30. Significantly in Exhibit 19, Freedom stated as follows:

“We apologize for any misunderstanding regarding the 60-day grace period. Associated with the transfer. Be advised that the grace period effective upon the transfer of a loan *prevents us from assessing late charges and reporting derogatory credit information with respect to the first two payments...*”

31. This statement by Freedom is tantamount to an admission of wrongdoing as Freedom was charging the Goretzkis with default-related charges from December, 2017, and continuing to present, a period of over three years.

32. On November 4, 2020, the Goretzkis through Counsel sent Freedom a second Notice of Error (“Second NOE”), attached as Exhibit 20, again pointing out errors and demanding corrective action.

33. Freedom responded to the Second NOE by letter dated December 22, 2020, a copy of which is attached hereto as Exhibit 21. Once again, Freedom refused to acknowledge its errors in its response, or to correct its numerous errors.

### **CAUSES OF ACTION**

#### **COUNT ONE – VIOLATION OF THE CFPB RULES**

34. Plaintiffs restate each allegation and averment set forth above as if fully restated herein.

35. Pursuant to amendments made by Congress to the Real Estate Settlement Procedures Act (“RESPA”), 12 U.S.C. §2601 *et. seq.* and to the Truth in Lending Act (“TILA”), 15 U.S.C. §1601 *et. seq.*, the rule making authority under said statutes was transferred to the Consumer Financial Protection Bureau (“CFPB”). Pursuant to its authority, the CFPB

enacted the CFPB Rules, effective January 14, 2014. The purpose of the CFPB Rules is to regulate the conduct of “mortgage servicers”, as that term is defined therein. Pursuant to 12 U.S.C. §2605(f), aggrieved borrowers may seek private enforcement of the Rules through civil suit.

36. Freedom is a mortgage servicer under the CFPB Rules, and thus is subject to its provisions.

37. Defendants have violated the provisions of the CFPB Rules with respect to its foregoing conduct, including the following:

- Failure to provide accurate information to a borrower (§1024.38(b)(i)(i));
- Failure to accept a timely payment (§1024.35(b)(1));
- Imposition of a fee or charge that the servicer lacks a reasonable basis to impose upon the borrower. (12 C.F.R. §1024.35(b)(5));
- Failure to correct the errors identified by the borrower (12 C.F.R. §1024.35(e)(A));
- Failure to correct a billing error after notice (12 C.F.R. §1026.13);
- Failure to provide accurate information to a borrower relating to loss mitigation options (12 C.F.R. §1024.35(b)(7) & 1024.38(b)(2)(i));
- Filing foreclosure in violation of §1024.38(b)(2);
- Failing to submit documents in a foreclosure that reflect accurate and current information (§1024.38(b)(v));
- Failure to comply with the loss mitigation procedures set forth in §1024.41;
- Providing false information on monthly billing statements (12 C.F.R. §1026.7);
- Sending erroneous billing statements (12 C.F.R. §1026.13);

- Failure to conduct a reasonable investigation and providing the borrower with a written notification that the servicer has determined that no error has occurred and a statement of the reason or reasons for its determination (12 C.F.R. §1024.35(e)(B));
- Failure to provide the borrower copies of documents and information relied upon by the servicer in making its determination that no error occurred (12 C.F.R. §1024.35(e)(C)(4));
- Failure to provide information requested by the borrower (12 C.F.R. §1024.35(a)); and
- Failing to maintain policies and procedures that are reasonably designed to:
  - provide accurate and timely information to a borrower (12 C.F.R. §1024.38(b)(i));
  - investigate, respond to, and make corrections in response to complaints asserted by a borrower (12 C.F.R. §1024.38(b)(ii));
  - provide a borrower with accurate and timely information and documents in response to the borrower's requests for information (12 C.F.R. §1024.38(b)(iii)).

38. As a direct and proximate result of the foregoing violations, Plaintiffs have been forced to incur in excess of Ten Thousand Dollars (\$10,000) in legal fees, in an attempt to resolve this situation, including the filing of this action. Such legal fees and costs will continue to mount through the course of this litigation. Further, Plaintiffs have suffered loss of credit standing, emotional distress, worry, mental anxiety and loss of sleep.

39. Pursuant to 12 U.S.C. §2605(f), the damages suffered by Plaintiffs as a result of Defendants' violations are recoverable. In addition, because Defendants' repeated violations, including dozens, if not hundreds of erroneous billing statements and collection letters, evidence a pattern or practice of misconduct, Plaintiffs are entitled to an award of statutory damages of \$2,000 per violation. Each erroneous billing or statement sent to Plaintiffs constitutes a separate violation.

**COUNT TWO - FAIR DEBT COLLECTION PRACTICES ACT**

40. Plaintiffs restate each allegation and averment set forth above as if fully restated herein.

41. Freedom is a debt collector as that term is defined in 15 U.S.C. §1692a, a part of the Fair Debt Collection Practices Act ("FDCPA"), acting as the agent for the Trust.

42. Defendants violated §1692e of the FDCPA by using false, deceptive or misleading representations or means of collection of a debt, including:

- Misrepresenting the character, amount, or legal status of the debt;
- Communicating credit information, which is known, or which should have been known to be false; and
- Using a false representation or deceptive means to collect a debt.

43. As a direct and proximate result of Defendants' violations of the FDCPA, Plaintiffs have suffered and will continue to suffer loss of credit and other economic harm, and emotional distress, worry, mental anxiety and loss of sleep.

**COUNT THREE- MAIL FRAUD**

44. Plaintiffs restate each allegation and averment set forth above as if fully restated herein.

45. 18 U.S.C. §1341 is the federal statute which defines mail fraud. That statute sets forth two elements: (1) devising a scheme to defraud; and (2) use of the mail for the purpose of executing the scheme. *Schmuck v. United States*, 489 U.S. 705 (1988).

46. Defendants' mailing of the numerous false and fraudulent statements claiming the amount and character of the debt and its claim of right to foreclose on the Mortgage constitute violations of the mail fraud statute.

47. As a direct and proximate result of Defendants' mail fraud, Plaintiffs have suffered and will continue to suffer economic harm, emotional distress, worry, mental anxiety and loss of sleep.

**COUNT FOUR – FAIR CREDIT REPORTING ACT**

48. Plaintiffs restate each allegation set forth above as if fully restated herein.

49. The Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §1681, is a federal statute regulating those involved in the credit reporting industry. As a servicer engaged in the mortgage payment collection and reporting process, Freedom is subject to the terms of the Act.

50. Under the Act, Defendants had a duty to report accurate credit information.

51. Freedom has repeatedly reported inaccurate information to the credit reporting bureaus over a period of years and are liable to the Goretzkis under the Act.

52. Freedom has repeatedly reported inaccurate information to the credit reporting bureaus in violation of the Act. In addition, as a separate violation, Freedom has violated the Act by not ceasing to submit adverse credit reports to the credit reporting bureaus after the Goretzkis reported a billing error.

53. Further, under the Act, Freedom had a duty to conduct a reasonable investigation into the matters complained of by the Goretzkis. As evidenced by Freedom's failure to respond to the Second NOE, Freedom conducted *no investigation* into the facts and issues raised.

54. As a direct and proximate result of Freedom's violations of the FCRA, the Goretzkis have suffered loss of credit standing and other economic damages, emotional distress, worry and mental anxiety.

**COUNT FIVE - PUNITIVE DAMAGES**

55. Plaintiffs restate each allegation and averment set forth above as if fully rewritten herein.

56. Defendants' actions were undertaken with the knowledge that there was a substantial probability that they would, and they in fact did, cause serious harm to the Plaintiffs.

57. Defendants' actions were willful, wanton and malicious.

58. Due to the nature of Defendants' actions, Plaintiffs are entitled to an award of punitive damages.

**PRAYER FOR RELIEF**

Wherefore, Plaintiffs pray judgment as follows:

- A. For compensatory damages in an amount in excess of Twenty-Five Thousand Dollars (\$25,000);
- B. For statutory damages under 12 U.S.C. §2605(f), for a pattern or practice of violations, in the amount of Two Thousand Dollars (\$2,000) for each violation under 12 C.F.R. §1024.31 *et. seq.*
- C. For punitive damages in an amount in excess of Twenty-Five Thousand Dollars (\$25,000);
- D. For such other and further relief as the Court may deem just and equitable.

Respectfully submitted,

/s/ Daniel L. McGookey  
Daniel L. McGookey (Reg. No. 0015771)  
**McGOOKEY LAW OFFICES, LLC**  
Counsel for Plaintiffs  
Robin and Glenna Goretzki

**JURY DEMAND**

Plaintiffs hereby demand a jury on all triable issues herein.

/s/ Daniel L. McGookey  
Daniel L. McGookey (Reg. No. 0015771)  
dmcgookey@mcgoolaw.com  
**McGOOKEY LAW OFFICES, LLC**  
Counsel for Plaintiffs

**INSTRUCTIONS TO THE CLERK**

Please serve by certified mail, return receipt requested, a summons and certified copy of this Complaint to the Defendants listed in the caption.

/s/ Daniel L. McGookey  
Daniel L. McGookey (Reg. No. 0015771)  
**McGOOKEY LAW OFFICES, LLC**  
Counsel for Plaintiffs

[Space Above This Line For Recording Data] ——————

After Recording Return To:

SUN WEST MORTGAGE COMPANY, INC.  
18000 STUDEBAKER ROAD SUITE 200  
CERRITOS, CALIFORNIA 90703  
Loan Number: 115302055700  
Case Number: 252561063236

**OPEN-END MORTGAGE**

**THIS LOAN IS NOT ASSUMABLE  
WITHOUT THE APPROVAL OF THE  
DEPARTMENT OF VETERANS  
AFFAIRS OR ITS AUTHORIZED  
AGENT.**

MERS Phone: 888-679-6377

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

OHIO - Single Family - UNIFORM INSTRUMENT - MERS  
MODIFIED FOR DEPARTMENT OF VETERAN AFFAIRS  
(Rev. 1/01) With Authorized Changes Page 1 of 18

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(A) "Security Instrument" means this document, which is dated DECEMBER 8, 2015 together with all Riders to this document.

(B) "Borrower" is ROBIN S. GORETZKI AND GLENNNA L. GORETZKI, HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is SUN WEST MORTGAGE COMPANY, INC.

Lender is a CALIFORNIA CORPORATION  
and existing under the laws of CALIFORNIA

organized

Lender's address is 18000 STUDEBAKER ROAD, SUITE 200, CERRITOS,  
CALIFORNIA 90703

(E) "Note" means the promissory note signed by Borrower and dated DECEMBER 8, 2015  
The Note states that Borrower owes Lender TWO HUNDRED TWENTY-ONE THOUSAND  
FOUR HUNDRED NINETY AND 00/100 Dollars (U.S. \$ 221,490.00)  
plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JANUARY 1, 2045

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Condominium Rider

- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify]

VA Assumption Policy Rider

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

## **TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the

<b>COUNTY</b>	of	<b>ERIE</b>	:
<b>[Type of Recording Jurisdiction]</b>		<b>[Name of Recording Jurisdiction]</b>	

[LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A AND BY THIS REFERENCE MADE A PART HEREOF.  
A.P.N.: 39-00954.000

which currently has the address of 4117 BOOS ROAD

HURON [Street]  
[City] , Ohio 44839-2053 ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items

pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due

for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Lender under Section 5. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to

Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentence can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any

particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 21 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance

policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien

which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking,

destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

**13. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**14. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may

be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**15. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neutral words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**16. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**17. Transfer of the Property; Acceleration; Assumption.** This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code. The acceptability of any assumption shall also be subject to the following additional provisions:

(a) **Funding Fee:** A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729(c).

(b) **Processing Charge:** Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

(c) **Indemnity Liability Assumption:** If this obligation is assumed, then the assumee hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumee further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

If the acceptability of the assumption of this loan is not established for any reason, and Lender exercises its option to declare all sums secured by this Security Instrument immediately due and payable, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

**19. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer,

Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

**20. Hazardous Substances.** As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance.

which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, costs of title evidence.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

23. **Certain Other Advances.** In addition to any other sum secured hereby, this Security Instrument shall also secure the unpaid principal balance of, plus accrued interest on, any amount of money loaned, advanced or paid by Lender to or for the account and benefit of Borrower, after this Security Instrument is delivered to and filed with the Recorder's Office, ERIE County, Ohio, for recording. Lender may make such advances in order to pay any real estate taxes and assessments, insurance premiums plus all other costs and expenses incurred in connection with the operation, protection or preservation of the Property, including to cure Borrower's defaults by making any such payments which Borrower should have paid as provided in this Security Instrument, it being intended by this Section 23 to acknowledge, affirm and comply with the provision of § 5301.233 of the Revised Code of Ohio.

### NOTICE TO BORROWER

Department of Veterans Affairs regulations at 38 C.F.R. 36.4337 provide as follows:

"Regulations issued under 38 U.S.C. Chapter 37 and in effect on the date of any loan which is submitted and accepted or approved for a guaranty or for insurance thereunder, shall govern the rights, duties, and liabilities of the parties to such loan and any provisions of the loan instruments inconsistent with such regulations are hereby amended and supplemented to conform thereto."

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Executed this 8<sup>th</sup> day of Dec 2015



(Seal)  
ROBIN S. GORETZKI  
-Borrower



(Seal)  
GLAZINA L. GORETZKI  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Witness:

Witness:

(Execution in accordance with Chapter 5301 of the Revised Code.)

[Space Below This Line For Acknowledgment]

State of OHIO

County of ERIE

The foregoing instrument was acknowledged before me this December 8, 2015  
(date)

by ROBIN S. GORETZKI AND GLENNA L. GORETZKI

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(name of person acknowledged)



Mary E. Dreskovich  
(Signature of Person Taking Acknowledgment)

Notary Public  
(Title or Rank)

(Seal)

Mary E. Dreskovich  
Notary Public, State of Ohio  
My Commission Expires September 18, 2016 (Serial Number, if any)

This Instrument Prepared By:  
**JENNIFER N. TYSON-COLBERT**  
18000 STUDEBAKER ROAD, SUITE 200  
CERRITOS, CA 90703

Loan Originator: NICHOLAS PAUL POMERING, NMLS ID 949920  
Loan Originator Organization: CBC NATIONAL BANK, NMLS ID 402135  
Loan Originator Organization: SUN WEST MORTGAGE COMPANY, INC,  
NMLS ID 3277

OHIO - Single Family - UNIFORM INSTRUMENT - MERS  
MODIFIED FOR DEPARTMENT OF VETERAN AFFAIRS  
(Rev. 1/01) With Authorized Changes Page 18 of 18

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www.docmagic.com

## VA ASSUMPTION POLICY RIDER

**THIS LOAN IS NOT ASSUMABLE  
WITHOUT THE APPROVAL OF THE  
DEPARTMENT OF VETERANS AFFAIRS  
OR ITS AUTHORIZED AGENT.**

THIS ASSUMPTION POLICY RIDER is made this 8th day of DECEMBER, 2015, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt ("Instrument") of the same date herewith, given by the undersigned ("Mortgagor") to secure the Mortgagor's Note ("Note") of the same date to SUN WEST MORTGAGE COMPANY, INC., ("Mortgagee") and covering the property described in the Instrument and located at:

4117 BOOS ROAD, HURON, OHIO 44839-2053  
(Property Address)

Notwithstanding anything to the contrary set forth in the Instrument, Mortgagee and Mortgagor hereby acknowledges and agrees to the following:

**GUARANTY:** Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits", the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

**TRANSFER OF THE PROPERTY:** If all or any part of the Property or any interest in it is sold or transferred, this loan shall be immediately due and payable upon transfer ("assumption") of the property securing such loan to any transferee ("assumer"), unless the acceptability of the assumption and transfer of this loan is established by the Department of Veterans Affairs or its authorized agent pursuant to section 3714 of Chapter 37, Title 38, United States Code.

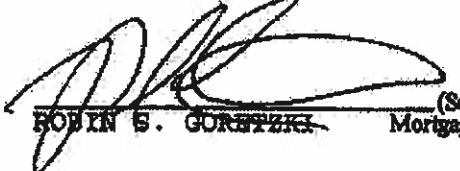
An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

**(A) ASSUMPTION FUNDING FEE:** A fee equal to one-half of 1 percent (.50%) of the unpaid principal balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the mortgagee or its authorized agent, as trustee for the Secretary of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the mortgagee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

**(B) ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumptions and transfer of this loan, a processing fee may be charged by the mortgagee or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which section 3714 of Chapter 37, Title 38, United States Code applies.

**(C) ASSUMPTION INDEMNITY LIABILITY:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Mortgagor(s) has executed this Assumption Policy Rider.



ROBERT S. GORETZKI \_\_\_\_\_  
 (Seal)  
 Mortgagor



GLENNIA L. GORETZKI \_\_\_\_\_  
 (Seal)  
 Mortgagor

**EXHIBIT A**

SITUATED IN THE TOWNSHIP OF HURON, COUNTY OF ERIE, STATE OF OHIO:

AND KNOWN AS BEING A PART OF THE SOUTH PART OF LOT 21, SECTION 4, TOWNSHIP 6 (HURON TOWNSHIP), IN SAID COUNTY, AND MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON SPIKE IN CENTERLINE OF BOGART ROAD AT THE POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF A 50 ACRE PARCEL BELONGING TO JOHN E., AND CLARA M. EVERETT, THENCE NORTH 85 DEGREES 27 MINUTES EAST A DISTANCE OF 752.5 FEET IN SAID ROAD TO A RAIL. ROAD SPIKE MARKING THE POINT OF DEFLECTION ON BOSS ROAD; THENCE NORTH 70 DEGREES 56 MINUTES EAST 32 FEET TO AN IRON DRIVE SPIKE (WITNESSED BY AN IRON PIPE 21.3 FEET NORTHWARDLY ON LINE), THE SAME BEING THE TRUE PLACE OF BEGINNING; THENCE NORTH 4 DEGREES 39 MINUTES WEST 244.2 FEET TO AN IRON PIPE; THENCE NORTH 82 DEGREES EAST 99.7 FEET TO AN IRON PIPE; THENCE SOUTH 8 DEGREES EAST 221.3 FEET TO AN IRON DRIVE SPIKE ON CENTERLINE OF BOSS ROAD (WITNESSED BY AN IRON PIPE 25.2 FEET NORTHWARDLY ON LINE); THENCE SOUTH 70 DEGREES 56 MINUTES WEST ALONG CENTERLINE 116.3 FEET TO AN IRON DRIVE SPIKE, THE SAME BEING THE PLACE OF BEGINNING, CONTAINING 0.57 ACRE.

TAX ID NO: 39-00354.000

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED.

GRANTOR: BARNEY W. JACKSON, A/K/A BARNEY WESLEY JACKSON, JR., AND MIRNA A. JACKSON, HUSBAND AND WIFE, AND TO THE SURVIVOR OF THEM  
GRANTEE: ROBIN S. GORETZKI AND GLENNA L. GORETZKI, HUSBAND AND WIFE  
DATED: 09/16/2013  
RECORDED: 02/13/2014  
DOC# /BOOK-PAGE: 201401126

ADDRESS: 4117 BOOS RD, HURON, OH 44839

END OF SCHEDULE A

## EXHIBIT A

MIN: [REDACTED]

NOTE

Loan Number: [REDACTED]

Case Number: [REDACTED]

**THIS LOAN IS NOT ASSUMABLE  
WITHOUT THE APPROVAL OF THE  
DEPARTMENT OF VETERANS AFFAIRS  
OR ITS AUTHORIZED AGENT.**

DECEMBER 8, 2015  
[Date]

CERRITOS  
[City]

CALIFORNIA  
[State]

4117 BOOS ROAD, HURON, OHIO 44839-2053  
[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$221,490.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is SUN WEST MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 3.250 %.

The interest rates required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS**

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on FEBRUARY 1, 2016. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JANUARY 1, 2045, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 18000 STUDEBAKER ROAD, SUITE 200, CERRITOS, CALIFORNIA 90703

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 983.63



#### **4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

#### **5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

#### **6. BORROWER'S FAILURE TO PAY AS REQUIRED**

##### **(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of                           15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4 . 000 % of my overdue payment of principal, interest, and escrow for taxes and insurance. I will pay this late charge promptly but only once on each late payment.

##### **(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

##### **(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

##### **(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

##### **(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

#### **7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

#### **8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

#### **9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

#### **10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Transfer of the Property; Acceleration; Assumption.** This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 36, United States Code. The acceptability of any assumption shall also be subject to the following additional provisions:

(a) **Funding Fee:** A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assignee fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assignee is exempt under the provisions of 38 U.S.C. 3729(c).

(b) **Processing Charge:** Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assignee and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 36, United States Code applies.

(c) **Indemnity Liability Assumption:** If this obligation is assumed, then the assignee hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assignee further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guarantee or insurance of the indebtedness created by this instrument.

If the acceptability of the assumption of this loan is not established for any reason, and Lender exercises its option to declare all sums secured by this Security Instrument immediately due and payable, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which

Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**NOTICE TO BORROWER**

Department of Veterans Affairs regulations at 38 C.F.R. 36.4337 provide as follows:

"Regulations issued under 38 U.S.C. Chapter 37 and in effect on the date of any loan which is submitted and accepted or approved for a guaranty or for insurance thereunder, shall govern the rights, duties, and liabilities of the parties to such loan and any provisions of the loan instruments inconsistent with such regulations are hereby amended and supplemented to conform thereto."

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED



ROBIN S. GORETZKI  
\_\_\_\_\_  
(Seal)  
-Borrower



GLENNA L. GORETZKI  
\_\_\_\_\_  
(Seal)  
-Borrower

Loan Originator: NICHOLAS PAUL POMERING, NMLS ID [REDACTED]  
Loan Originator Organization: CBC NATIONAL BANK, NMLS ID [REDACTED]  
Loan Originator Organization: SUN WEST MORTGAGE COMPANY, INC.  
NMLS ID [REDACTED]

[Sign Original Only]

**ALLONGE FOR NOTE ENDORSEMENT**

BORROWERS: ROBIN S. GORETZKI and GLENNA L. GORETZKI

LOAN AMOUNT: \$221,490.00

DATE OF NOTE: December 08, 2015

LOAN #: [REDACTED]

PROPERTY ADDRESS: 4117 BOOS ROAD  
HURON, OHIO  
44839-2053  
ERIE COUNTY

PAY TO THE ORDER OF \_\_\_\_\_ WITHOUT RE COURSE,

SUN WEST MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION

*JVSLC*

BY \_\_\_\_\_  
JENNIFER VALLINAYAGAM - COO



Date: 11-16-17



02020202402525005346329537—Y073229P037 500

ROBIN S. GORETZKI  
4117 Boos Rd  
Huron OH 44839-2053

**RE: Notice of transfer of Servicing Rights on your property located at:**  
**Property Address: 4117 BOOS ROAD HURON OH 44839-2053**  
**Mortgage Loan Account Number: [REDACTED]**  
**Total Monthly Payment: \$1,185.29**

Dear Mortgagor,

You are hereby notified that effective 12/04/2017 the servicing of your mortgage loan, that is, the right to collect payments from you, is being transferred from SUN WEST MORTGAGE COMPANY, INC. to FREEDOM MORTGAGE.

The transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan.

Except in limited circumstances, the law requires that your present servicer send you this notice at least 15 days before the effective date of transfer, or at closing. Your new servicer must also send you this notice no later than 15 days after this effective date or closing.

If you have previously arranged with us to have your monthly mortgage payments drafted from your bank account, you will need to make new arrangements with your new servicer. (Please note if you had more than one mortgage with us, please contact us to verify whether all have been transferred before mailing your payment.) If your payment is made by government allotment, please notify the appropriate government agency to direct the payment to your new servicer.

Any questions you may have relating to the transfer of servicing from your present servicer may be answered by calling our Customer Service Department between the hours of 7:00 AM to 7:00 PM PST Monday through Friday at (800) 345-7884 EXT. 7882. You may also mail them to the below address:

Attn: Customer Service Department,  
Sun West Mortgage Company, Inc.  
18000 Studebaker Road, Suite 200  
Cerritos, CA 90703-2680.

PLAINTIFF'S  
EXHIBIT

(03011632020537.024020177116186001)

Should you be under consideration for loss mitigation options your loss mitigation request will remain active. All documentation supporting your request for loss mitigation assistance will be transferred to Freedom Mortgage. Freedom Mortgage will review your request and issue a decision based on the workout options available to you.

If you presently have optional life, disability or accidental death insurance, please be advised that your new servicer may not offer the same optional coverage. Therefore, you should contact your new servicer and every effort will be made to continue your coverage.



If you have any questions relating to your new servicer, you may call their Customer Service Department between the hours of 8 AM to 10 PM EST Monday through Friday or Saturdays between the hours of 9 AM to 6 PM EST at (855) 690-5900.

Your present servicer, Sun West Mortgage Company is currently collecting your payments. Sun West Mortgage Company will stop accepting payments from you after 12/03/2017. Your new servicer, Freedom Mortgage will start accepting payments from you on 12/04/2017. Please send all payments that are made on or after 12/04/2017 to Freedom Mortgage at:

**PAYMENTS ADDRESS:**

Freedom Mortgage  
P.O. Box 89486,  
Cleveland, OH 44101-9486.

You should also be aware of the following information, which is set out in more details in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2605):

During the 60-Business-Day period following the effective date of transfer of the loan servicing, a loan payment received by your prior servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 U.S.C. 2605) gives you certain consumer rights. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgement within 20 business days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number and your reasons for the request. If you want to send a "qualified written request" regarding the servicing of your loan, it must be sent to this address:

**CUSTOMER SERVICE CORRESPONDENCE ADDRESS:**

Freedom Mortgage  
P.O. Box 50428,  
Indianapolis, IN 46250-0401.

Not later than 60 business days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60-business day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents. A business day is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have the requirements of the Section. You should seek legal advice if you believe your rights have been violated.

**SUN WEST MORTGAGE COMPANY, INC.** appreciates having been able to serve you in the capacity as your mortgage servicer.

Sincerely,  
Servicing Department  
(800) 345-7884 EXT. 7882.

(850118520657102402017118165901)



# Thank You!

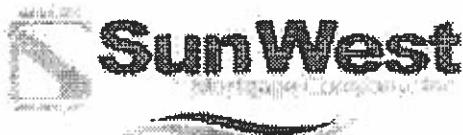
We would like to take this opportunity to thank you for allowing us to serve your home financing needs. To ensure that your future expectations are always met, I am writing to ask if you would take some time to provide us with your evaluation of our service during the loan process. Please understand that all the information you provide will remain confidential.

To participate in the survey, please complete the questions on the attached form and use the enclosed postage-paid envelop to return the survey.

Alternatively, you can also wait for a SUN WEST MORTGAGE COMPANY, INC. representative to contact you via phone.

We sincerely appreciate you for allowing us to serve you and hope you will continue to choose SUN WEST MORTGAGE COMPANY, INC. for your future home financing needs.

**SUN WEST MORTGAGE COMPANY, INC.**  
Phone: (800)-345 7884 EXT. 7882



Please rate the following on a scale 1-10, 1 being the lowest/worst and 10 being the highest/best by placing a checkmark in the correct box.

1.1 How courteous was our staff?

1  2  3  4  5  6  7  8  9  10

1.2 Is there anyone particular you would like to recognize?

2.1 How helpful was your loan officer?

1  2  3  4  5  6  7  8  9  10

2.2 What was his/her name?

3.1 How satisfied are you with the loan?

1  2  3  4  5  6  7  8  9  10

4.1 How likely is it that you would consider Sun West Mortgage for future mortgage needs?

1  2  3  4  5  6  7  8  9  10

5.1 Please share with us any other suggestions or comments?

6.1 Do you have any friends or family members looking to purchase or refinance a home in the next six months? If yes, please fill in the following:

Name

Phone Number

Email Address

**Personal Information:**

Your Name

Loan Number

Your Email Address

Your Mailing address

Your Phone Number

Last 4 Digits of Your

Social Security Number

Thank you for sparing some time to complete this survey.

12345678-00655-03-1-AA

12345678-00655-03-1-AA





Return Mail Service Only  
PLEASE DO NOT SEND  
PAYMENTS TO THIS ADDRESS  
P.O. Box 619063  
Dallas, TX 75261-9063

# Welcome!



7-807-14905-0013814-003-1-100-100-000-000

ROBIN S. GORETZKI  
GLENN L. GORETZKI  
4117 BOOS RD  
HURON OH 44839-2053

December 07, 2017

RE: Your Freedom Mortgage Loan # [REDACTED]

Dear ROBIN S. GORETZKI,

## Welcome to Freedom Mortgage!

The servicing of your mortgage loan from SUN WEST MORTGAGE COMPANY, INC. has transferred to us, effective 12/04/17. Your term, rate, and balance are unchanged from your original loan, but we'll be collecting your payments from now on.

Below are a few important details to get you started.

### Contact & Payment Information



Your mortgage information is available 24/7 at [freedommortgage.com](http://freedommortgage.com) after you complete a quick and easy registration process.

Your online account puts your loan information at your fingertips so you can make a payment, set up auto-pay, or update your contact information when it's convenient for you. An important part of your profile is your email address, which we'll use to keep you informed. Go to [freedommortgage.com](http://freedommortgage.com) for more details.



Starting 12/04/17, please make checks payable to Freedom Mortgage Corporation (include your loan number 0056879011) and send to:

Freedom Mortgage Corporation  
PO Box 89486  
Cleveland, OH 44101-9486



If you have auto-pay with SUN WEST MORTGAGE COMPANY, INC., it will be discontinued. Setting up new auto-pay with Freedom Mortgage is easy and minimizes late or missed payments in the future.

- Create your user account online at [freedommortgage.com](http://freedommortgage.com).



For additional questions, Customer Care professionals are available to help you at 855-690-5900, Monday through Friday from 8:00am to 10:00pm ET and Saturday from 9:00am to 6:00 pm ET.

Providing you with exceptional customer service is our number one goal. For over 25 years, we've established ourselves as a market leader and rank amongst the nation's top mortgage providers. We look forward to helping you now and in the future. We're glad you're here.

Sincerely,

Joel Davis  
Senior Vice President, Residential Servicing  
Freedom Mortgage Corporation



(Please see the reverse side for additional information regarding the transfer of your loan)

**FREEDOM MORTGAGE****Terms**

The transfer of the servicing of your mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan.

**Your Prior Servicer**

Your prior servicer is SUN WEST MORTGAGE COMPANY, INC.. If you have any questions regarding this transfer of servicing, SUN WEST MORTGAGE COMPANY, INC.'s Customer Service department can be reached at 800-345-7884 or 18000 STUDEBAKER ROAD, SUITE 200, CERRITOS CA 90703.

**Additional Information Concerning Your Payments**  
 The date that SUN WEST MORTGAGE COMPANY, INC. will stop accepting payments from you is 12/03/17. The date that Freedom Mortgage will start accepting payments from you is 12/04/17.

**New Billing Statement**

If a payment is due before you receive your new Freedom Mortgage billing statement, please send your payment to Freedom at the address listed on the reverse page. Be sure to include your loan number 0056873011 on the check. The exact amount of your monthly payment is as follows:

Principal and Interest (P&I): \$983.63  
 Escrow: \$201.66  
 Total Monthly Payment: \$1,186.29

**Payment Grace Period**

Under Federal law, during the 60-day period following the effective date of the transfer of the loan servicing 12/04/17, a loan payment received by SUN WEST MORTGAGE COMPANY, INC. on or before its due date may not be treated by Freedom Mortgage as late, and a late fee may not be imposed.

**Payment Methods**

When you pay your bill by check, you authorize us to electronically process your payment. If your check is processed electronically, your checking account may be debited the same date we receive the check and it will not be returned with your checking account statement. If someone other than you or a bill paying service pays your bill, you must notify them of this policy.

SERVICE	DESCRIPTION	FEES
Pay by Phone (Representative)	This fee is charged to make a payment by phone with a representative.	Up to \$15.00
Pay by Phone (Automated)	This fee is charged to make a payment through an automated phone system.	Up to \$10.00
Pay by Web	This fee is charged to make a payment online.	No Charge
Payoff Statement	This fee is charged when requesting a payoff statement. Shows remaining principal balance, accrued interest, and the interest rate.	Up to \$30.00
NSF/Returned check	This fee is charged when the account holder's bank doesn't honor a check.	Up to \$40.00
Assumption Fee	This fee is charged to process an application for a new borrower to assume the loan obligation.	Up to \$900.00

FREEDOM MORTGAGE<sup>®</sup>

### **Additional Insurance**



The transfer of servicing rights may affect the terms, or the continued availability of, mortgage life, disability, accidental death or any other type of optional insurance in the following manner:

- These products and services will not be transferred to Freedom Mortgage. Contact your carrier to learn about your options to continue coverage directly through them.

### **Notice of Error or Request for Information**

To submit a written Notice of Error or Request for Information please include your full name, your loan number, and the error you believe to have occurred or the information you are requesting about your mortgage account. Within five (5) days (excluding legal public holidays, Saturdays and Sundays) of receiving your request, a written acknowledgment will be provided to you. Freedom Mortgage will respond no later than 30 days after receiving the initial written request.

Please send written notices of error/requests for information to:

Freedom Mortgage Corporation  
PO Box 50428  
Indianapolis, IN 46250-0401



**FREEDOM MORTGAGE CORPORATION  
PRIVACY NOTICE**



<b>FACTS</b> <b>WHAT DOES FREEDOM MORTGAGE DO WITH YOUR PERSONAL INFORMATION?</b>	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social security number and income</li> <li>• Account balance and payment history</li> <li>• Credit history and credit score</li> </ul>
<b>How?</b>	When you are <i>no longer</i> our customer, we will continue to share your information as described in this Privacy Notice. All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers personal information; the reasons Freedom Mortgage chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Freedom Mortgage share?	Can you limit this sharing?
<b>For our everyday business purpose</b> Such as to process your loan application, service your loan, report to credit reporting agencies and respond to court orders and legal investigations	Yes	No
<b>For our marketing purposes</b> To offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliate's everyday business purposes</b> Information about your transactions and experiences	Yes	No
<b>For our affiliate's everyday business purposes</b> Information about your creditworthiness	Yes	Yes
<b>For our affiliate to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	Yes	Yes
<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>• Call 1-855-690-5900</li> <li>• Visit us online at <a href="http://www.freedommortgage.com">www.freedommortgage.com</a></li> <li>• Detach, complete and mail in the Opt-Out Form on this Privacy Notice</li> </ul> <p><b>Please note:</b> If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this Privacy Notice. However, you can contact us at any time to limit our sharing.</p>	
<b>Questions?</b>	Call 1-855-690-5900 or email us at: <a href="mailto:customercare@freedommortgage.com">customercare@freedommortgage.com</a>	



**FREEDOM MORTGAGE CORPORATION  
PRIVACY NOTICE**

<b>What we do</b>	
<b>How does Freedom Mortgage protect my personal information?</b>	To protect your information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.freedommortgage.com">www.freedommortgage.com</a> .
<b>How does Freedom Mortgage collect my personal information?</b>	We collect your personal information when you apply for a loan, including information about your income, employment, current mortgage, if any, and your contact information, and you show us your government-issued ID. We also collect your personal information from others, such as credit bureaus, affiliates and other companies.
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes-information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. (See below for more on your rights under state law.)</p>
<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial or non-financial companies.
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial or non-financial companies. Nonaffiliates we share with can include insurance companies, direct marketing companies and nonprofit organizations.
<b>Joint Marketing</b>	A formal agreement between nonaffiliated companies that together market financial services to you. Our joint marketing partners include financial services companies.
<b>Other important information:</b>	

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**Nevada Residents** - Nevada Statute Section 228.600(3) allows marketing calls to our existing customers listed on the National Do Not Call Registry. If you prefer not to receive marketing calls from us, you may be placed on our Internal Do Not Call list by detaching, completing and mailing us the Opt-Out form on this Privacy Notice to Freedom Mortgage Corporation, P. O. Box 50428, Indianapolis, IN 46250-0401, Attn: Privacy Dept. For more information contact us at the address above or e-mail us at [customercare@freedommortgage.com](mailto:customercare@freedommortgage.com) and include "Nevada Annual Privacy Notice" in the subject line. You may also contact the Nevada Attorney General's office: Bureau of Consumer Protection Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101, Phone: (702) 486-3132, Email: [BCPINFO@ag.state.nv.us](mailto:BCPINFO@ag.state.nv.us)

**Vermont Residents** - We will not share information we collect about you with companies other than our corporate affiliate unless the law allows. We will not share information about your creditworthiness with our corporate affiliate except with your consent, but we may share information about our transactions or experiences with you with our corporate affiliate without your consent.

**California Residents** - We will not share information we collect about you with companies other than our corporate affiliate unless the law allows. California residents are provided a separate notice with additional choices as required by California law.

**Important Notice About Credit Reporting:** We report information about you to consumer reporting agencies. Late payments, missed payments or other defaults on your account may be reflected on your credit report.

**Mail-In Form**

**Mark any/all you want to limit:**

Do not share information about my creditworthiness with your affiliates for their everyday business purposes.  
 Do not allow your affiliates to use my personal information to market to me.  
 Do not share my personal information with nonaffiliates to market their goods and services to me.

<b>What happens when I limit sharing for any account I hold jointly with someone else?</b>	Your choice will apply individually unless you tell us otherwise. Any account holder may express a privacy preference on behalf of the other joint account holders.
<b>Name</b>	ROBIN S. GORETZKI GLENNIA L. GORETZKI
<b>Address</b>	4117 BOOS RD
<b>City, State, Zip</b>	HURON OH 44839-2053
<b>Account#</b>	[REDACTED]
<b>Mail To:</b> Freedom Mortgage Corporation P.O. Box 50428 Indianapolis, IN 46250-0401 Attn: Privacy Dept / Information Sharing Opt-Out	



Return Mail Service Only  
P.O. Box 619083  
Dallas, TX 75261-8083  
Please do not send payments to this address

3-027-16087-0018471-004-01-001-000-000-000

[REDACTED]

ROBIN S. GORETZKI  
GLENN L. GORETZKI  
4117 BOOS RD  
HURON OH 44839-2053

December 18, 2017

Re: Loan Number [REDACTED]

Dear Borrower(s),

As of the date of this letter we have not received your payment due December 1, 2017 in the amount of \$1,185.29, making your loan past due. This may be due to an oversight or circumstances that may have caused you to fall behind. Our staff is here to assist you. Please contact our office so that we may set up payment arrangements to bring your account current.

If you are experiencing financial difficulties, it is important to call and speak with a representative to explore what options may be available to you.

You may access your loan information at your convenience, 24 hours a day, 7 days a week! Simply log on to our website at [www.freedommortgage.com](http://www.freedommortgage.com) or call our automated phone system at (855)-690-5900. Customer Care representatives are available to assist you Monday through Friday from 8:00am – 10:00pm and Saturday from 9:00am – 6:00pm Eastern Time.

Sincerely,

Customer Care Department  
Freedom Mortgage Corporation

Freedom Mortgage Corporation is attempting to collect a debt and any information obtained will be used for that purpose. If you are in bankruptcy or have received a bankruptcy discharge of this debt, this is not an attempt to collect a debt against you personally, but is a notice of possible enforcement of the lien against the collateral property.

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Rev. 02/02/2015





FOR RETURN SERVICE ONLY  
PLEASE DO NOT SEND PAYMENTS TO THIS ADDRESS  
P.O. BOX 619063  
DALLAS, TX 75261-9063

## Mortgage Statement Statement Date 12/18/17

2-007-18000-003329-003-1-101-010-000-000  
[REDACTED]

ROBIN S. GORETZKI  
GLENN L. GORETZKI  
4117 BOOS RD  
HURON OH 44839-2053

### Contact Information

Phone: 1-855-690-5900  
Customer Care: Monday - Friday 8:00 a.m. - 10:00 p.m. ET  
Saturday 9:00 a.m. - 6:00 p.m. ET  
Find us on the web at: [www.freedommortgage.com](http://www.freedommortgage.com)

### Loan Number

Payment Due Date

01/01/18

**Amount Due\*\* \$2,370.58**

If payment is received after 01/16/18, \$0.00 late fee will be charged.

Property Address: 4117 BOOS ROAD  
HURON OH 448392053

### Account Information

Outstanding Principal	\$212,640.78
Interest Rate	3.250%
Prepayment Penalty	No
Escrow Balance	\$892.85
Unapplied Funds	\$0.00

### Explanation of Amount Due

Principal	\$408.83
Interest	\$574.80
Escrow/Impound (for Taxes and/or Insurance)	\$201.56
Regular Monthly Payment	\$1,185.29
Total Fees & Charges	\$0.00
Overdue Payment	\$1,185.29
Unpaid Late Charges	\$0.00
<b>Total Amount Due**</b>	<b>\$2,370.58</b>

### Transaction Activity (12/06/17 - 12/18/17)

Transaction Description	Date	Interest Paid To Date	Transaction Effective Date	Transaction Amount	Interest Paid	Principal Paid	Escrow Paid	Late Charges Paid	Fees Paid	Optional Insurance	Unapplied Funds
Freight: Return	12/07/17	12/07/17	12/07/17	-\$892.85	\$0.00	\$0.00	-\$892.85	\$0.00	\$0.00	\$0.00	\$0.00
Vognar	12/07/17	12/03/17	12/03/17	\$892.85	\$0.00	\$0.00	\$892.85	\$0.00	\$0.00	\$0.00	\$0.00

### Past Payments Breakdown

	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes and Insurance)	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Late Charges	\$0.00	\$0.00
Partial Payment Unapplied*	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>

\*Partial Payments: Any funds received that are less than a full periodic payment may be applied to your account, promptly returned to you, or held in a non-interest bearing account until enough funds are received to apply to a full periodic payment.

Additional information is provided on the back of the statement.

DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

To change mailing address and/or contact information,  
check here and complete form on back.

LOAN NUMBER: [REDACTED]

ROBIN S. GORETZKI  
GLENN L. GORETZKI

FREEDOM MORTGAGE  
P.O. BOX 69488  
CLEVELAND, OH 44101-0488

### Important Messages

Welcome to Freedom Mortgage! We are excited to have you as a new customer and look forward to working with you.

You may access your loan information at your convenience, 24 hours a day, 7 days a week! Simply log on to our website at [www.freedommortgage.com](http://www.freedommortgage.com) or call our automated phone system at (855) 690-5900.

\*This balance represents the known Amount Due as of the printing of this statement. If you are delinquent, this balance may not represent full reinstatement of your obligation. Please contact us regarding your up-to-date reinstatement balance at 1-855-690-5900.

<b>Amount Due</b>	
Due By 01/01/18:	\$2,370.58
<i>10.00 late fee will be charged after 01/16/18</i>	
Additional Principal	\$
Additional Escrow	\$
Late Charge	\$
<b>Total Amount Enclosed \$</b>	

Make check payable to Freedom M

PLAINTIFF'S  
EXHIBIT

071005687301118016023705802370582

**Simplify budgeting by paying your mortgage automatically**

Are you looking for a secure, fast and convenient way to manage your monthly payments at no cost? Enjoy the peace of mind that your payment will be made on time by enrolling in one of our automatic payment options today. Enrollment has never been easier! Save time and take advantage of our online enrollment option today by visiting our website at [www.freedommortgage.com](http://www.freedommortgage.com).

**Monthly Draft**

*Avoid mail delays and late charges by scheduling your draft date within your grace period.*

**Bi-Weekly Draft**

*One payment per year will be applied fully towards your principal balance. Paying additional towards your principal balance can result in reducing the amount of interest paid over the life of your loan and decreasing the length of time necessary to pay your loan in full.*

**Semi-Monthly Draft**

*Payment dates that suit your pay schedule and budget.*

**Take the stress out of making payments on time and let us do the work - for free!**  
Visit [www.freedommortgage.com](http://www.freedommortgage.com) to enroll today.

**CONTACT INFORMATION**

**PAYMENT  
PROCESSING**  
Freedom Mortgage  
P.O. Box 89486  
Cleveland, OH 44101-9486

**OVERNIGHT**  
Freedom Mortgage  
10500 Kincard Drive, Suite 111  
Fishers, IN 46037-9764

**REQUEST FOR  
INFORMATION / NOTICE  
OF ERROR**  
Freedom Mortgage  
P.O. Box 50428  
Indianapolis, IN 46250-0401

**REQUEST FOR  
PAYOFF**  
Freedom Mortgage  
P.O. Box 50428  
Indianapolis, IN 46250-0401  
Fax: 1-866-505-0948

**CUSTOMER CARE: 1-855-690-5900**

or

**WEBSITE: [www.freedommortgage.com](http://www.freedommortgage.com)**

**IMPORTANT INFORMATION**

**REAL ESTATE TAXES** are paid from a tax bill issued by your local taxing authority. It is not necessary for you to forward any regular tax bills to us. If we need your tax bill, we will request it from you in writing. If you receive a delinquent, adjusted, or corrected tax bill, please forward it to Freedom Mortgage, P.O. Box 23570, Rochester, NY 14623. You may also fax it to 1-877-826-2030. Supplemental bills are often issued in addition to yearly real estate tax bills and are your responsibility to pay. They are not collected through your escrow account.

**HAZARD INSURANCE** is your responsibility to maintain proper and sufficient hazard insurance coverage for your property. Hazard insurance includes Fire and Extended coverage and, where required, Flood insurance. To protect our mutual interest in the property, we require evidence of proper insurance. If you fail to provide evidence, we will purchase Lender Hazard coverage on your behalf, not including your equity, and charge your escrow account.

Policy renewals and increases are due thirty (30) days prior to the expiration of the existing policy. Please notify your agent to ensure that we are listed on the policy and that a copy which includes your loan number, is either sent to our Insurance Department at 1-866-751-9324 or mailed to Freedom Mortgage Corporation, 16ADA / ATMA, P.O. Box 10580, Roswell, SC 29052-0582. For general questions regarding hazard insurance, please call 1-866-222-9005.

For questions regarding Hazard Loss Drafts, please call 1-855-690-7318. You may also fax any requested Loss Draft information to 1-866-751-9366.

**If YOU ARE EXPERIENCING FINANCIAL DIFFICULTIES** and would like to speak to one of our counselors please call 1-855-690-5900.

**U.S. MILITARY Servicemembers** on "active duty" or "active service" or a spouse or dependent of such servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers' Civil Relief Act ("SCRA"). If you are a servicemember on active duty or believe you are eligible for such SCRA benefits, please notify our Customer Care Department at 1-855-690-5902.

**FOR NEW YORK RESIDENTS** - Freedom Mortgage is registered with the Superintendent of the New York Department of Financial Services. You may file complaints and/or obtain further information from the New York State Department of Financial Services by calling the Department's Consumer Assistance Unit at 1-800-342-3738 or by visiting the Department's website at [www.dfs.ny.gov](http://www.dfs.ny.gov).

**FREEDOM MORTGAGE CORPORATION** is attempting to collect a debt and any information obtained will be used for that purpose. If you are in bankruptcy or have received a bankruptcy discharge of this debt, this is not an attempt to collect a debt against you personally, but is a notice of possible enforcement of the lien against the collateral property.

**PAYMENT INFORMATION**

**Phone payments or Automatic (ACH) payments** - To pay by phone please call the Customer Care number provided above (additional fee may apply). To establish or cancel your ACH program within 48 hours of your debit, please contact Customer Care at the number provided above.

**Web** - You can make your payments online simply visit us at [www.freedommortgage.com](http://www.freedommortgage.com).

**Unapplied / Partial Payments** - Any funds received that are less than a full periodic payment may be applied to your account, promptly returned to you, or held in a non-interest bearing account until enough funds are received to apply to a full periodic payment.

**Payoff Quote** - This statement does not contain the amount required to pay your loan in full and may not reflect all those early fees (if applicable) or all amounts due. To obtain a payoff quote, please visit our website or send your request in writing to the address provided above. You may also contact Customer Care at the number provided above.

**Payments by Mail** - To avoid processing delays make your check or money order payable to Freedom Mortgage and include your loan number. Please do not send cash or correspondence with your payment.

**Avoid Late Charges and Protect Your Credit** - We may report information about your account to credit bureaus, late payments, missed payments, or other defaults on your account may be reflected in your credit report. Any payments received after the late payment date noted on your coupon will be assessed a late fee.

**Additional Principal Payments** - Depending upon the terms of your loan agreement, you may be able to pay additional principal on your loan. We may receive additional principal payments on or before your payment due date. Include additional principal with your regular payment and indicate the amount in the space provided on your coupon.

**Check Processing** - When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

**LOSS MITIGATION OPTIONS**

If you are experiencing financial difficulties, we are here to help you. Call us today to learn more about your Loss Mitigation options at 1-855-690-5900 or by visiting our website at [www.freedommortgage.com](http://www.freedommortgage.com).

The right action for you depends on your individual circumstances. If you provide all required information and documentation about your situation, we can determine if you qualify for temporary or long-term relief, including solutions that may allow you to stay in your home (refinance, repayment, forbearance, loan modification) or leave your home while avoiding foreclosure (short sale or deed-in-lieu of foreclosure).

You may obtain a list of HUD approved, non-profit homeowners counseling organizations serving your residential area by calling toll free 1-800-569-4287 or by visiting the HUD website at [www.hud.gov](http://www.hud.gov).

**Change of Mailing Address / Contact Information**

Please provide your contact information below.

Name \_\_\_\_\_

New Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone # \_\_\_\_\_ Business Phone # \_\_\_\_\_ Ext. \_\_\_\_\_

Email \_\_\_\_\_

Cell Phone # \_\_\_\_\_  I consent for Freedom Mortgage to contact me via this cell phone number.

2025 RELEASE UNDER E.O. 14176

## Statement of Credit Denial, Termination or Change

<b>Creditor</b>	<b>Applicant</b>	<b>Date</b>
Freedom Mortgage Corporation 907 Pleasant Valley Av Ste 3 Mount Laurel, NJ 08054 (800)220-3333	Glenna Goretzki	12/29/2017
		<b>Application or Loan Number</b> [REDACTED]

"We" means Creditor.

"You" means Applicant.

**Property Address:** 4117 Boos Road, Huron, OH 44839

**Multiple Creditors.** We are providing this notice on behalf of us and the following creditor(s):

**Description of Account, Transaction or Requested Credit.**  
Application for a mortgage loan.

**Description of Action Taken.**

Denied

### Principal Reasons for Credit Denial, Termination or Other Action Taken Concerning Credit

<input checked="" type="checkbox"/> Credit Application Incomplete <input type="checkbox"/> Insufficient Number of Credit References Provided <input type="checkbox"/> Unacceptable Type of Credit References Provided <input type="checkbox"/> Unable to Verify Credit References <input type="checkbox"/> Temporary or Irregular Employment <input type="checkbox"/> Unable to Verify Employment <input type="checkbox"/> Length of Employment <input type="checkbox"/> Income Insufficient for Amount of Credit Requested <input type="checkbox"/> Excessive Obligations in Relation to Income <input type="checkbox"/> Unable to Verify Income <input type="checkbox"/> Length of Residence <input type="checkbox"/> Temporary Residence <input type="checkbox"/> Unable to Verify Residence <input type="checkbox"/> No Credit File <input type="checkbox"/> Limited Credit Experience <input type="checkbox"/> Poor Credit Performance with Us <input type="checkbox"/> No Credit Score	<input type="checkbox"/> Delinquent Past or Present Credit Obligations with Others <input type="checkbox"/> Collection Action or Judgment <input type="checkbox"/> Garnishment or Attachment <input type="checkbox"/> Foreclosure or Repossession <input type="checkbox"/> Bankruptcy <input type="checkbox"/> Number of Recent Inquiries on Credit Bureau Report <input type="checkbox"/> Value or Type of Collateral not Sufficient
<input type="checkbox"/>	<input type="checkbox"/>

### Disclosure of Use of Information Obtained from an Outside Source

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency or agencies listed below. You have a right under the *Fair Credit Reporting Act* to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

***Statement of Credit Denial, Termination or Change [continued]***

Consumer Reporting Agency Name	Mailing Address	Telephone Toll-Free	Web Address

We also obtained your credit score from the consumer reporting agency and used it in making our credit decision. Your credit score is a number that reflects the information in your consumer report. Your credit score can change, depending on how the information in your consumer report changes.

- Your credit score:
- Date:
- Scores range from a low of \_\_\_\_\_ to a high of \_\_\_\_\_
- Key factors that adversely affected your credit score:

If you have any questions regarding your credit score, you should contact  
their address and telephone number above.

at

Our credit decision was based in whole or in part on information obtained from an affiliate or from an outside source other than a consumer reporting agency. Under the *Fair Credit Reporting Act*, you have the right to make a written request, no later than 60 days after you receive this notice, for disclosure of the nature of this information.

***Statement of Credit Denial, Termination or Change (continued)***

Consumer Reporting Agency Name	Mailing Address	Telephone Toll-Free	Web Address

We also obtained your credit score from the consumer reporting agency and used it in making our credit decision. Your credit score is a number that reflects the information in your consumer report. Your credit score can change, depending on how the information in your consumer report changes.

- Your credit score:
- Date:
- Scores range from a low of \_\_\_\_\_ to a high of \_\_\_\_\_
- Key factors that adversely affected your credit score:

If you have any questions regarding your credit score, you should contact  
their address and telephone number above.

at

Our credit decision was based in whole or in part on information obtained from an affiliate or from an outside source other than a consumer reporting agency. Under the *Fair Credit Reporting Act*, you have the right to make a written request, no later than 60 days after you receive this notice, for disclosure of the nature of this information.

**Statement of Credit Denial, Termination or Change [continued]**

Q1025332713

If you have any questions regarding this notice, you should contact:

Creditor's Name: Freedom Mortgage Corporation  
Address: 907 Pleasant Valley Av Ste 3  
Mount Laurel, NJ 08054  
Telephone: (800) 220-3333

**Notice.** The federal *Equal Credit Opportunity Act* prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the *Consumer Credit Protection Act*. The federal agency that administers compliance with this law concerning this creditor is:

Federal Trade Commission  
Equal Credit Opportunity  
Washington, DC 20580



Return Mail Service Only  
PLEASE DO NOT SEND PAYMENTS TO THIS ADDRESS  
P.O. Box 918033  
Dallas, TX 75291-9033

1-100-1000-0000-0000-0000-0000-0000

Ex. 3

ROBIN S. GORETZKI  
GLENN L. GORETZKI  
4117 BOOB RD  
HURON OH 44839-2053

January 2, 2018

Re: Loan Number [REDACTED]

Dear Borrower(s),

Your mortgage payment is now 30 days or more past due and your loan is in default. We are concerned about your missed mortgage payment - and want you to be aware of assistance available to you - in case you are unable to bring your payments current. It is very important that you provide us with the required financial information and complete the attached forms. By providing this information, we will be able to begin our review in order to determine if you qualify for loss mitigation assistance. Only upon completion of our review will we notify you of our decision as to your loss mitigation assistance request.

Please take time to review the important information below:

- Don't ignore the letters from your lender.
- Contact your lender immediately.
- Contact a HUD-approved housing counseling agency:  
Toll FREE (800) 569-4287  
TTY (800) 877-8339  
[http://portal.hud.gov/import/HUD?arc=i\\_want\\_to\\_talk\\_to\\_a\\_housing\\_counselor](http://portal.hud.gov/import/HUD?arc=i_want_to_talk_to_a_housing_counselor)

This offer is being extended in accordance with the servicing guidelines required by the owner of your loan, and to assist you in your desire to avoid a possible foreclosure of your property.

The following are the options that may be available to you:

**Refinance-** To provide new financing or new financing for, as by discharging a mortgage with the proceeds from a new mortgage obtained with different terms of the loan. Please call (866) 739-8624.

**Reinstatement-** To bring the account current by paying all past due balances.

**Repayment Plan-** Distributes the current past due balance and spreads the amount over a number of months until the account is current.

**Special Forbearance-** Temporary reduction or suspension of your payments to allow you time to overcome the problem that reduced your income. Afterwards you may be offered a payment plan so you can repay the missed payments until your loan is reinstated. An extended forbearance period may be provided to unemployed borrowers who are actively seeking employment.

**Mortgage Modification-** A modification is a permanent change to your loan terms where the past due payments may be added to your loan balance, the interest rate may be changed and/or the number of years you have to pay off the loan may be extended.

*Freedom Mortgage may require that you agree to a trial payment plan for three or more months to demonstrate your commitment before you are approved for a modification or partial claim.*



*Statement of Credit Denial, Termination or Change [continued]*

*Questions*

If you have any questions regarding this notice, you should contact:

Creditor's Name: Freedom Mortgage Corporation  
Address: 907 Pleasant Valley Av Ste 3  
Mount Laurel, NJ 08054  
Telephone: (800) 220-3333

Notice. The federal *Equal Credit Opportunity Act* prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the *Consumer Credit Protection Act*. The federal agency that administers compliance with this law concerning this creditor is:

Federal Trade Commission  
Equal Credit Opportunity  
Washington, DC 20580



Return Mail Service Only  
PLEASE DO NOT SEND PAYMENTS TO THIS ADDRESS  
P.O. Box 610003  
Dallas, TX 75201-0003

Ex. 4

4857-1007400404-001-01-000-000-000

ROBIN S. GORETZKI  
GLENNIA L. GORETZKI  
4117 BOOS RD  
HURON OH 44839-2053

January 9, 2018

Re: Loan Number [REDACTED]

Dear Borrower(s),

We have assigned a single point of contact on your loan that is available to assist in your current mortgage needs. Please do not hesitate to contact your single point of contact to make arrangements on your loan, ask any questions you may have, or discuss additional options that may be available to assist you during this important time.

Your single point of contact is: [REDACTED]

COLLECTION Teller Number 28035

Please keep in mind that we will continue with regular collection efforts on your loan, which may include foreclosure proceedings. We will also continue to report your loan status accurately to the credit bureaus.

You may access your loan information at your convenience, 24 hours a day, 7 days a week! Simply log on to our website at [www.freedommortgage.com](http://www.freedommortgage.com) or call our automated phone system at (855)-890-5900. Customer Care representatives are available to assist you Monday through Friday from 8:00am - 10:00pm and Saturday from 9:00am - 6:00pm Eastern Time.

Sincerely,

Customer Care Department  
Freedom Mortgage Corporation

Freedom Mortgage Corporation is attempting to collect a debt and any information obtained will be used for that purpose. If you are in bankruptcy or have received a bankruptcy discharge of this debt, this is not an attempt to collect a debt against you personally, but is a notice of possible enforcement of the lien against the collateral property.





PLEASE DO NOT SEND PAYMENTS TO THIS ADDRESS  
P.O. BOX 610052  
DALLAS, TX 75261-6052

## Mortgage Statement Statement Date 01/18/18

500-1710-00400-005-000-000  
ROBIN S. GORETZKI  
GLENN L. GORETZKI  
4117 BOOS RD  
HURON OH 44839-2053

### Contact Information

Phone: 1-855-690-5900  
Customer Care: Monday - Friday 8:00 a.m. - 10:00 p.m. ET  
Saturday 9:00 a.m. - 6:00 p.m. ET  
Find us on the web at: [www.freedommortgage.com](http://www.freedommortgage.com)

Loan Number

Payment Due Date

02/01/18

**Amount Due\*\***

\$3,580.87

If payment is received after 02/1/18, \$2.00 late fee will be charged.

Property Address: 4117 BOOS ROAD  
HURON OH 448392053

### Account Information

Outstanding Principal	\$212,640.78
Interest Rate	3.250%
Prepayment Penalty	No
Escrow Balance	\$892.85
Unapplied Funds	\$0.00

### Explanation of Amount Due

Principal	\$409.94
Interest	\$579.59
Escrow/Impound (for Taxes and/or Insurance)	\$201.56
Regular Monthly Payment	\$1,180.29
Total Fees & Charges	\$25.00
Overdue Payment	\$2,370.58
Unpaid Late Charges	\$0.00
<b>Total Amount Due**</b>	<b>\$3,580.87</b>

### Transaction Activity (12/19/17 - 01/18/18)

Transaction Description	Date	Interest Paid	To Date	Effective Date	Transaction Amount	Interest Paid	Paid	Refund Paid	Late Charge Paid	Fees Paid	Partial Payment	Unapplied Funds
Prin. Interest Escrow	12/19/17	\$0.00	01/18/18		\$892.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

### Past Payments Breakdown

	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes and Insurance)	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Late Charges	\$0.00	\$0.00
Partial Payment Unapplied*	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>

\*Partial Payments: Any funds received that are less than a full periodic payment may be applied to your account, promptly rebated to you, or held in a non-interest bearing account until enough funds are received to apply to a full periodic payment.

Additional information is provided on the back of the statement.  
DETACH AND RETAIN FOR YOUR RECORDS WITH YOUR PAYMENT.

### Important Messages

Delinquency information is reflected on page 2 in the Delinquency Notice section.

\*\*This balance represents the known Amount Due as of the printing of this statement. If you are delinquent, this balance may not represent full responsibility of your obligator. Please contact us regarding your up-to-date information balance at 1-855-690-5900.

Amount Due	
Due By 02/01/18:	\$3,580.87
52.00 late fee will be charged after 02/1/18	
Additional Principal	\$
Additional Escrow	\$
Late Charge	\$

Total Amount Enclosed \$

Make check payable to Freedom Mortgage

Freedom Mortgage

LOAN NUMBER: [REDACTED]

ROBIN S. GORETZKI  
GLENN L. GORETZKI

FREEDOM MORTGAGE  
P.O. BOX 28482  
CLEVELAND, OH 44101-2848

071006687301338047035808707580478

PLAINTIFF'S  
EXHIBIT



REPRESENTATION OF PRINTED DOCUMENT

Return Mail Services Only  
PLEASE DO NOT SEND PAYMENTS TO THIS ADDRESS  
P.O. Box 619063  
Dallas, TX 75261-9063

8400-4897-0000000-001-01-000-000-000

ROBIN S. GORETZKI  
4117 BOOS RD  
HURON OH 44839-2053

January 29, 2018

Re: Loan Number [REDACTED]

Dear Borrower(s),

We have not received your mortgage payments for the months of December 1, 2017 through January 1, 2018. This means your account is now in default. This is a demand for payment of the total amount due as of January 29, 2018.

Payments	\$2,370.58
Late charges	\$0.00
Fees and costs to date	\$25.00
Optional Insurance	\$0.00
Less Suspense	\$0.00
<hr/>	
Total Amount Due	\$2,395.58

To avoid foreclosure, you must pay this amount no later than March 3, 2018, which is 33 days from the date of this notice. You must also pay for all additional payments and fees that accumulate during this period. Unless we receive full payment of all past-due amounts within 33 days from the date of this notice, we will require immediate payment of your entire loan balance and we may begin foreclosure proceedings. This could result in the loss of your home. You may have the right to bring a court action to challenge the default, or assert other defenses to immediate payment and sale that may be available in your mortgage documents or under state law.

If your payment is not accepted for any reason or your payment is for less than the total amount due, which we may accept without waiving any of our rights, this matter will not be resolved.



**REPRESENTATION OF PRINTED DOCUMENT**

Once your account is in foreclosure, you have the right to reinstate the account before the foreclosure sale of your home if:

- 1) you pay the total amount due plus any fees, costs, and other amounts that accumulate through the reinstatement date; and
- 2) Payments must be made in certified funds or cashier's check. If funds tendered are not honored for any reason, the default will not be cured. Our acceptance of any funds less than the total amount due shall not constitute a waiver of our rights and/or remedies under the loan documents or applicable law.
- 3) you take any other action reasonably required by us to assure the security of the property. Your obligations under the loan documents will still apply during this time.

Please be aware that your credit rating may be negatively affected if you do not resolve this matter. We may visit your property from time to time to determine its condition and occupancy status. You will be responsible for the costs of these inspections.

HUD-approved counseling is available on FHA guaranteed loans by calling 1-800-569-4287. If you would like to discuss this letter and foreclosure prevention options, we encourage you to contact our Customer Care Department immediately at (855) 690-5900 Monday through Friday, from 8:00am - 10:00pm, and Saturday, from 9:00am - 6:00pm Eastern Time. WE ARE VERY INTERESTED IN ASSISTING YOU.

Sincerely,

**Customer Care Department  
Freedom Mortgage Corporation**



Return Mail Service Only  
PLEASE DO NOT SEND PAYMENTS TO THIS ADDRESS  
P.O. Box 619029  
Dallas, TX 75291-9029

ROBIN S. GORETZKI  
GLENNIA L. GORETZKI  
4117 BOOS RD  
HURON OH 44839-2053

February 1, 2018

Re: Loan Number [REDACTED]

Dear Borrower(s),

Your mortgage payment is now 60 days or more past due and your loan is in default. We are concerned about your missed mortgage payment - and want you to be aware of assistance available to you - in case you are unable to bring your payments current. It is very important that you provide us with the required financial information and complete the attached forms. By providing this information, we will be able to begin our review in order to determine if you qualify for loss mitigation assistance. Only upon completion of our review will we notify you of our decision as to your loss mitigation assistance request.

Please take time to review the important information below.

- Don't ignore the letters from your lender.
- Contact your lender immediately.
- Contact a HUD-approved housing counseling agency:  
Toll FREE (800) 569-4287  
TTY (800) 877-8339  
[http://portal.hud.gov/hudportal/HUD?src=/i\\_want\\_to/talk\\_to\\_a\\_housing\\_counselor](http://portal.hud.gov/hudportal/HUD?src=/i_want_to/talk_to_a_housing_counselor)

This offer is being extended in accordance with the servicing guidelines required by the owner of your loan, and to assist you in your desire to avoid a possible foreclosure of your property.

The following are the options that may be available to you:

**Refinance-** To provide new financing or new financing for, as by discharging a mortgage with the proceeds from a new mortgage obtained with different terms of the loan. Please call (866) 799-8624.

**Reinstatement-** To bring the account current by paying all past due balances.

**Repayment Plan-** Distributes the current past due balance and spreads the amount over a number of months until the account is current.

**Special Forbearance-** Temporary reduction or suspension of your payments to allow you time to overcome the problem that reduced your income. Afterwards you may be offered a payment plan so you can repay the missed payments until your loan is reinstated. An extended forbearance period may be provided to unemployed borrowers who are actively seeking employment.

**Mortgage Modification-** A modification is a permanent change to your loan terms where the past due payments may be added to your loan balance, the interest rate may be changed and/or the number of years you have to pay off the loan may be extended.

*Freedom Mortgage may require that you agree to a trial payment plan for three or more months to demonstrate your commitment before you are approved for a modification or partial claim.*



**Options if you can't keep your home:**

If your income or expenses have changed so much that you are not able to continue paying the mortgage even under a workout plan offered by Freedom Mortgage you should consider the options below.

**Short Sale-** With Freedom Mortgage's approval you can place your house for sale and sell it at fair market value even if the amount you receive from the sale is less than the amount you owe. Certain investor requirements may need to be met for the Short Sale to be approved. If the Short Sale meets certain conditions, you may be eligible to receive relocation expenses.

**Deed-in-lieu of foreclosure-** As a last resort, you may be able to voluntarily deed your property back to Freedom Mortgage. Certain investor requirements may need to be met for the Deed-in-lieu to be approved. If the Deed-in-lieu meets certain conditions, you may be eligible to receive relocation expenses.

*There could be income tax consequences to any plan that reduces the amount of debt you owe so please check with a tax advisor before accepting these workout options.*

When you contact us, be sure that you have information regarding your source(s) of income and your expenses on hand. However, in order to make a complete determination of the best option to fit your situation we may need for you to send us a workout package under separate cover, with the following:

- IRS Form 4506-T (allows us to verify tax return information if necessary)
- Borrower(s) Financial Report
- Hardship Letter
- Income Documentation: Please submit the following based on your employment status:
  - Hourly/Salaried Employees - all full and part-time jobs
    - Most recent pay stubs for the past (30) days including year-to-date income.
    - Checking and savings account statements for the past (2) months - include all pages
    - Most recent Tax Returns that are complete with all schedules and attachments (W-2's and/or 1099's)
  - Self-Employed:
    - A current year profit and loss statement - signed and dated
    - Checking and savings account statements for the past (2) months, both personal and business - include all pages.
    - Most recent business tax returns that are complete with all schedules and attachments (W-2's and/or 1099's)
- Other Household Income (if applicable) - In addition to the above:
  - Non-borrower contribution - notarized letter of contribution amount along with proof of their income. Please see above the Income Documentation section to supply this proof of income.
  - For household members who have other income (such as: Social Security/pension, rental leases, disability, death benefits/annuity, unemployment or food stamp income), please provide a copy of the benefit statement(s), which includes the amount, frequency and duration of this benefit.
  - Alimony, separate maintenance and/or child support payments (note: this income need not be revealed if you do not wish to have this source of income considered). If you choose to have it considered, please provide a copy of the divorce/separation or any other agreement that states the amount, frequency and duration of these payments.

If you wish to sell the property, you will also need to provide:

- Copy of the Listing Agreement
- Copy of the Sales Contract (if available)
- Copy of the Estimated Settlement Statement (if available)
- Signed Third Party Authorization Form



Return Mail Service Only  
PLEASE DO NOT SEND PAYMENTS TO THIS ADDRESS  
P.O. Box 619063  
Dallas, TX 75261-9063

0-007-18182-0004985-001-01-000-010-008-006

\*\*\*\*\*  
\*\*\*\*\*

ROBIN S. GORETZKI  
GLENNAL. GORETZKI  
4117 BOOS RD  
HURON OH 44839-2053

February 5, 2018

Re:

Dear Borrower(s),

A one-time electronic transfer from your bank account has been set up for your mortgage payment as authorized by you on 02/05/18. Please review the payment details below.

Account Number:	[REDACTED]
Total Amount Due:	\$2,395.58
Next Payment Amount Due:	\$1,185.29
Next Payment Due Date:	01/01/18
Total Amount to Transfer:	\$1,185.29
Confirmation Number:	[REDACTED]
Payment Date:	02/05/18

Please contact us immediately if any of the information above is inaccurate.

You may access your loan information at your convenience, 24 hours a day, 7 days a week! Simply log on to our website at [www.freedommortgage.com](http://www.freedommortgage.com) or call our automated phone system at (855) 690-5900. Customer Care representatives are available to assist you Monday through Friday from 8:00am – 10:00pm and Saturday from 9:00am – 6:00pm Eastern Time.

Sincerely,

Customer Care Department  
Freedom Mortgage Corporation





**Return Mail Services Only  
P.O. Box 619033  
Dallas, TX 75261-9033  
Please do not send payments to this address.**

1407-1810-000018-001-01-002000-000000

ROBIN S. GORETZKI  
GLENNIA L. GORETZKI  
4117 BOOS RD  
HURON OH 44839-2053

February 5, 2018

**Re: Loan Number:**

**Dear Borrower(s)**

Our records reflect that your loan is now one payment overdue. The total amount due to cure the default on this account is \$2,395.58. This information may have been reported to the credit bureaus. Please contact one of our Customer Care Representatives at (855) 690-5900 to make arrangements to remit your payment today. We also offer the following payment options for your convenience:

- Online through [www.freedommortgage.com](http://www.freedommortgage.com).
- Payment-by-phone through our Customer Care Department.

This matter is urgent and your prompt response is necessary. If you are experiencing a hardship that is impacting your ability to make your loan payments, Freedom Mortgage may be able to offer assistance. Please do not delay contacting our office to discuss the matter by calling (855) 690-5900.

You may access your loan information at your convenience, 24 hours a day, 7 days a week! Simply log on to our website at [www.freedommortgage.com](http://www.freedommortgage.com) or call our automated phone system at (855)-690-5900. Customer Care representatives are available to assist you Monday through Friday from 8:00am - 10:00pm and Saturday from 9:00am - 6:00pm Eastern Time.

Sincerely,

Customer Care Department  
Freedom Mortgage Corporation





FOR RETURN SERVICE ONLY  
PLEASE DO NOT SEND PAYMENTS TO THIS ADDRESS  
P.O. BOX 619063  
DALLAS, TX 75261-9063

## Mortgage Statement Statement Date 02/05/18

8-607-16181-0016916-002-1-101-010-000-000  
██

ROBIN S. GORETZKI  
GLENNA L. GORETZKI  
4117 BOOS RD  
HURON OH 44839-2053

### Contact Information

Phone: 1-855-690-5900  
Customer Care: Monday - Friday 8:00 a.m. - 10:00 p.m. ET  
Saturday 9:00 a.m. - 6:00 p.m. ET

Find us on the web at: [www.freedommortgage.com](http://www.freedommortgage.com)

Loan Number

Payment Due Date

03/01/18

**Amount Due\*\* \$3,580.87**

If payment is received after 03/16/18, \$47.41 late fee will be charged.

Property Address: 4117 BOOS ROAD  
HURON OH 448392053

### Account Information

Outstanding Principal	\$212,233.05
Interest Rate	3.250%
Prepayment Penalty	No
Escrow Balance	\$373.60
Unapplied Funds	\$0.00

### Explanation of Amount Due

Principal	\$411.05
Interest	\$572.58
Escrow/Impound (for Taxes and/or Insurance)	\$201.66
Regular Monthly Payment	\$1,185.29
Total Fees & Charges	\$25.00
Overdue Payment	\$2,370.58
Unpaid Late Charges	\$0.00
<b>Total Amount Due**</b>	<b>\$3,580.87</b>

### Transaction Activity (01/19/18 - 02/05/18)

Transaction Description	Date	Interest Paid To Date	Transaction Effective Date	Transaction Amount	Interest Paid	Principal Paid	Escrow Paid	Late Charged	Fees Paid	Optional Insurance	Unapplied Funds
Escrow Disbursement	02/05/18	11/01/17	02/05/18	\$720.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Payment	02/05/18	12/01/17	02/05/18	\$1,185.29	\$175.90	\$407.73	\$373.66	\$0.00	\$0.00	\$0.00	\$0.00

### Past Payments Breakdown

	Paid Last Month	Paid Year to Date
Principal	\$407.73	\$407.73
Interest	\$575.90	\$575.90
Escrow (Taxes and Insurance)	\$201.66	\$201.66
Fees	\$0.00	\$0.00
Late Charges	\$0.00	\$0.00
Partial Payment Unapplied*	\$0.00	\$0.00
<b>Total</b>	<b>\$1,185.29</b>	<b>\$1,185.29</b>

### Important Messages

\*Partial Payments: Any funds received that are less than a full periodic payment may be applied to your account, promptly returned to you, or held in a non-interest bearing account until enough funds are received to apply to a full periodic payment.

Additional information is provided on the back of the statement.

DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

To change mailing address and/or contact information,  
check here and complete form on back.

LOAN NUMBER: ██████████

ROBIN S. GORETZKI  
GLENNA L. GORETZKI

FREEDOM MORTGAGE  
P.O. BOX 89486  
CLEVELAND, OH 44101-9486

Amount Due

Due By 03/01/18: \$3,580.87

\$47.41 late fee will be charged after 03/16/18

Additional Principal \$

Additional Escrow \$

Late Charge \$

Total Amount Enclosed \$

Make check payable to Freedom Mortgage

PLAINTIFF'S EXHIBIT  
14

07100568730114075035608703626260

**Simplify budgeting by paying your mortgage automatically**

Are you looking for a secure, fast and convenient way to manage your monthly payments at no cost? Enjoy the peace of mind that your payment will be made on time by enrolling in one of our automatic payment options today. Enrollment has never been easier! Save time and take advantage of our online enrollment option today by visiting our website at [www.freedommortgage.com](http://www.freedommortgage.com).

**Monthly Draft**

*Avoid mail delays and late charges by scheduling your draft date within your grace period.*

**Bi-Weekly Draft**

*One payment per year will be applied fully towards your principal balance. Paying additional towards your principal balance can result in reducing the amount of interest paid over the life of your loan and decreasing the length of time necessary to pay your loan in full.*

**Semi-Monthly Draft**

*Payment dates that suit your pay schedule and budget.*

**Take the stress out of making payments on time and let us do the work - for free!**  
Visit [www.freedommortgage.com](http://www.freedommortgage.com) to enroll today.

**CONTACT INFORMATION**

PAYMENT PROCESSING	OVERNIGHT	REQUEST FOR INFORMATION / NOTICE OF ERROR	REQUEST FOR PAYOFF
Freedom Mortgage P.O. Box 89496 Cleveland, OH 44101-9496	Freedom Mortgage 10500 Kinsland Drive, Suite #111 Fishers, IN 46037-3764	Freedom Mortgage P.O. Box 50428 Indianapolis, IN 46250-0428	Freedom Mortgage P.O. Box 50428 Indianapolis, IN 46250-0428 Fax: 1-866-505-0948

**CUSTOMER CARE: 1-855-690-5900**

or **WEBSITE: [www.freedommortgage.com](http://www.freedommortgage.com)**

**IMPORTANT INFORMATION**

**REAL ESTATE TAXES** are paid from a tax assessor by your local taxing authority. It is the responsibility of the taxing authority to forward any refund to us by tax day. If we have your tax bill, we will request it from you or forward it to you if you forward any refund. If we have your tax bill, we will request it from you or forward it to you if you forward any refund. If you forward a tax bill, we will forward it to you if you forward it to us. Freedom Mortgage P.O. Box 126528, Rochester, NY 14692, you may also fax it to 1-877-226-2233. Tax assessments are often issued in addition to yearly tax bills for tax title and are your responsibility to pay. They are not collected to help you keep your tax account.

**HAZARD INSURANCE** is your responsibility to maintain proper and sufficient hazard insurance coverage for your property. Hazard insurance includes Fire and Extended coverage and, where appropriate, Flood insurance. To protect our mutual interests, in the property, we require evidence of proper insurance. If you still provide evidence, we will purchase lender placed coverage on your behalf, not holding you liable and ending your account.

**Policy renewals and changes** are due four (60) days prior to the expiration of the existing policy. Please notify your agent to ensure that we are listed on the policy and that a copy, which includes your loan number, is either faxed to our Loss Mitigation Department at 1-866-511-3324 or mailed to Freedom Mortgage Corporation, 10400 S. Kinnickinnic Avenue, P.O. Box 100561, Milwaukee, WI 53205. All other questions regarding hazard and flood insurance, please call 1-863-223-9003.

For questions regarding Hazard and Flood, please call 1-855-690-5900. You may also fax any questions and other information to 1-866-731-5063.

**IF YOU ARE EXPERIENCING FINANCIAL DIFFICULTIES** and would like to speak to one of our counselors please call 1-855-690-5900.

**U.S. MAIL/TELE** Participants on "active duty" or "active reserve" or a spouse or dependent of such service member may be entitled to certain repayment options and deferral programs, to the Servicemembers Civil Relief Act ("SCRA"). If you are a participant on active duty or believe you are eligible for such SCRA benefits, please notify our Customer Care Department at 1-866-690-5900.

**FOR NEW YORK RESIDENTS:** Freedom Mortgage is registered with the Superintendent of the New York Department of Financial Services. You may file complaints and/or obtain further information from the New York State Department of Financial Services by calling the Department's Consumer Assistance Unit at 1-800-442-1736 or by visiting the Department's website at [www.dfs.ny.gov](http://www.dfs.ny.gov).

**FREEDOM MORTGAGE CORPORATION** is attempting to collect a debt and any information obtained will be used for that purpose. If you are in bankruptcy or have received a discharge of all or part of this debt, it is not an offense to collect a debt against you personally, but a notice of possible enforcement of the debt against the collateral property.

**PAYMENT INFORMATION**

**Phone payments or Automatic (ACH) payments** - To pay by phone please call the Customer Care number provided above (questions for this may apply). To establish or cancel your ACH program (45 days of your debt, please contact Customer Care at the number provided above). Web - You can make your payment by visiting [www.freedommortgage.com](http://www.freedommortgage.com).

**Unapplied / Partial Payments** - Any funds received that are less than a full payment may be applied to your account. If apply returned to you, or held in a non-interest bearing account until enough funds are received to apply to a full periodic payment.

**Payoff Checks** - This statement does not remain the amount you may owe, but rather the full amount you will receive after the payoff date. To obtain a payoff quote, please visit our website or send your request to writing to the address provided above. You may also contact Customer Care at the number provided above.

**Payments by Mail** - To avoid processing delays, please mail your check or money order payable to Freedom Mortgage and include your file number. Please attach a separate note explaining your payment.

**Avoid Late Charges and Protect Your Credit** - We report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. Any payments received after the late payment date listed on your coupon will be applied as a full fee.

**Additional Principal Payments** - Depending upon the terms of your loan agreement, you may be able to pay additional principal on your loan. We must receive additional principal payment or an early payment payoff date. You should withdraw funds equal to your regular payment and indicate the amount in the coupon provided on your coupon.

**Check Pre-closing** - When you prepay a check or payment, you authorize us either to use the information from your check to make a direct electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make a direct electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your statement and you will not receive your check back from your financial institution.



**LOSS MITIGATION OPTIONS**

If you are experiencing financial difficulties, we are here to help you. Call us today to learn more about your Loss Mitigation options at 1-855-690-5900 or by visiting our website at [www.freedommortgage.com](http://www.freedommortgage.com).

The right option for you depends on your individual circumstances. If you provide all required information and documentation about your situation, we can determine if you qualify for temporary or long-term relief, including solutions that may allow you to stay in your home (refinance, repayment, forbearance, loan modification) or leave your home while avoiding foreclosure (short sale or deed-in-lieu of foreclosure).

You may obtain a list of HUD approved, non-profit homeowners counseling organizations serving your residential area by calling toll free 1-800-569-4287 or by visiting the HUD website at [www.hud.gov](http://www.hud.gov).

**Change of Mailing Address / Contact Information**

Please provide your contact information below

Name \_\_\_\_\_

New Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone # \_\_\_\_\_ Business Phone # \_\_\_\_\_ Ext. \_\_\_\_\_

Email \_\_\_\_\_

Cell Phone # \_\_\_\_\_  I consent for Freedom Mortgage to contact me via this cell phone number



FOR RETURN SERVICE ONLY  
PLEASE DO NOT SEND PAYMENTS TO THIS ADDRESS  
P.O. BOX 619063  
DALLAS, TX 75261-9063

## Mortgage Statement Statement Date 03/19/18

3-007-17878-0020722-002-1-101-010-000-000  
██

**ROBIN S. GORETZKI  
GLENN L. GORETZKI  
4117 BOOS RD  
HURON OH 44839-2053**

### Contact Information

Phone: 1-855-690-5900  
Customer Care: Monday - Friday 8:00 a.m. - 10:00 p.m. ET  
Saturday 9:00 a.m. - 6:00 p.m. ET  
Find us on the web at: [www.freedommortgage.com](http://www.freedommortgage.com)

Loan Number  
Payment Due Date 04/01/18

**Amount Due\*\* \$4,838.57**

# payment is received after 04/1/18, \$47.41 late fee will be charged.

Property Address: 4117 BOOS ROAD  
HURON OH 448392053

### Account Information

Outstanding Principal	\$212,233.05
Interest Rate	3.250%
Prepayment Penalty	No
Escrow Balance	\$373.60
Unapplied Funds	\$0.00

### Explanation of Amount Due

Principal	\$412.16
Interest	\$571.47
Escrow/Impound (for Taxes and/or Insurance)	\$201.66
Regular Monthly Payment	\$1,185.29
Total Fees & Charges	\$150.00
Overdue Payment	\$13,555.87
Unpaid Late Charges	\$47.41
<b>Total Amount Due**</b>	<b>\$4,838.57</b>

### Transaction Activity (02/06/18 - 03/19/18)

Transaction Description	Date	Interest Paid To Date	Transaction Effective Date	Transaction Amount	Interest Paid	Principal Paid	Borrower Paid	Late Charges Paid	Fees Paid	Optional Insurance	Unapplied Funds
Prep. Nonescrow Fees	02/19/18	\$265.17	02/26/18	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4.00	\$0.00	\$0.00
Adjusted Late Charge	03/19/18	03/20/0001	03/26/18	\$47.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

### Past Payments Breakdown

	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$407.73
Interest	\$0.00	\$575.90
Escrow (Taxes and Insurance)	\$0.00	\$201.66
Fees	\$0.00	\$0.00
Late Charges	\$0.00	\$0.00
Partial Payment Unapplied*	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$1,185.29</b>

\*Partial Payments: Any funds received that are less than a full periodic payment may be applied to your account, promptly returned to you, or held in a non-interest bearing account until enough funds are received to apply to a full periodic payment.

Additional information is provided on the back of the statement.

DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT



To change mailing address and/or contact information,  
check here and complete form on back.

LOAN NUMBER: [REDACTED]

ROBIN S. GORETZKI  
GLENN L. GORETZKI

FREEDOM MORTGAGE  
P.O. BOX 89488  
CLEVELAND, OH 44101-9488

### Important Messages

Deficiency information is reflected on page 2 in the Delinquency Notice section.

"This balance represents the known Amount Due as of the printing of this statement. If you are delinquent, this balance may not represent full reinstatement of your obligation. Please contact us regarding your up-to-date reinstatement balance at 1-855-690-5900.

<b>Amount Due</b>	
Due By 04/01/18:	\$4,838.57
\$47.41 late fee will be charged after 04/1/18	
Additional Principal	\$
Additional Escrow	\$
Late Charge	\$
<b>Total Amount Enclosed \$</b>	

Make check payable to Freedom Mortg





FOR RETURN SERVICE ONLY  
PLEASE DO NOT SEND PAYMENTS TO THIS ADDRESS  
P.O. BOX 619063  
DALLAS, TX 75261-9063

## Mortgage Statement

Statement Date 03/19/18

Continued from previous page

### Contact Information

Phone: 1-855-690-5900

Customer Care: Monday - Friday 8:00 a.m. - 10:00 p.m. ET  
Saturday 9:00 a.m. - 6:00 p.m. ET

Find us on the web at: [www.freedommortgage.com](http://www.freedommortgage.com)

Loan Number

Payment Due Date

04/01/18

Amount Due\*\* \$4,838.57

If payment is received after 04/01/18, \$47.41 late fee will be charged.

Property Address: 4117 BOOS ROAD  
HURON OH 448392053

2-807-17376-0020732-002-2-101-010-000-000

ROBIN S. GORETZKI  
GLENN L. GORETZKI  
4117 BOOS RD  
HURON OH 44839-2053

### Delinquency Notice

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure. As of 03/19/18, you are 77 days delinquent on your mortgage.

#### Recent Account History

- Payment due 12/01/17: Fully paid on 02/05/18
- Payment due 01/01/18: Unpaid balance of \$1,185.29
- Payment due 02/01/18: Unpaid balance of \$1,210.29
- Payment due 03/01/18: Unpaid balance of \$1,257.70
- Current payment due 04/01/18 - \$1,185.29
- Total \$4,838.57 due. You must pay this amount to bring your loan current.

If you are experiencing financial difficulty please refer to the reverse side of page 1 of the statement for information about mortgage counseling or assistance.

### Additional Messages

Our records indicate that you are participating in a Mortgage Assistance Program.

No additional messages to display at this time.

### Transaction Activity (02/06/18 - 03/19/18)

Continued from previous page



Return Mail Service Only  
PLEASE DO NOT SEND PAYMENTS TO THIS ADDRESS  
P.O. Box 819063  
Dallas, TX 75261-9063

5-207-16997-0000013-001-01-000-000-000-000

[REDACTED]



ROBIN S. GORETZKI  
GLENN L. GORETZKI  
4117 BOOS RD  
HURON OH 44839-2053

March 9, 2018

Re: Loan Number [REDACTED]

Dear Borrower(s),

Please see the repayment plan schedule below that you agreed to with Freedom Mortgage in order to bring the above-referenced loan current. Starting on 04/01/18, you will begin making monthly payments until all scheduled payments are paid, at which point your loan will be current. If at any point during the term of the repayment plan a scheduled payment is not received within 15 days of the due date, the plan will be automatically canceled and other collection actions will be taken, which may include foreclosure proceedings.

04/01/18	\$1,841.58
05/01/18	\$1,841.58
06/01/18	\$1,841.58
07/01/18	\$1,841.58
08/01/18	\$1,841.58
09/01/18	\$1,794.17

Please be aware that this offer will become void if you do not return a signed and dated copy of this approval within fourteen (14) days of the date of this letter and a scheduled foreclosure sale is set prior to your first payment due date of 04/01/18. Any Foreclosure action will be final and supersede the terms outlined in this agreement.

Please fax your completed agreement to (866) 505-0949, email to [lossmitigation@freedommortgage.com](mailto:lossmitigation@freedommortgage.com), or mail to:

Overnight:  
Freedom Mortgage Corporation  
10500 Kincaid Drive, Suite 111  
Fishers, IN 46037-9764

Regular Mail:  
Freedom Mortgage Corporation  
P.O. Box 50428  
Indianapolis, IN 46250-0401



We encourage you to contact us directly to speak with a knowledgeable Customer Care representative if you have any questions. You may access your loan information at your convenience, 24 hours a day, 7 days a week! Simply log on to our website at [www.freedommortgage.com](http://www.freedommortgage.com) or call our automated phone system at (855) 690-5900. Customer Care representatives are available to assist you Monday through Friday from 8:00am - 10:00pm and Saturday from 9:00am - 6:00pm Eastern Time.



Sincerely,

Customer Care Department  
Freedom Mortgage Corporation

I \_\_\_\_\_ (Print Name of Borrower), accept and agree to the terms of this document.

Signature \_\_\_\_\_ Date \_\_\_\_\_ (Borrower)

I \_\_\_\_\_ (Print Name of Co-borrower), accept and agree to the terms of this document.

Signature \_\_\_\_\_ Date \_\_\_\_\_ (Co-borrower)

**Options if you can't keep your home:**

If your income or expenses have changed so much that you are not able to continue paying the mortgage even under a workout plan offered by Freedom Mortgage you should consider the options below:

**Short Sale**- With Freedom Mortgage's approval you can place your house for sale and sell it at fair market value even if the amount you receive from the sale is less than the amount you owe. Certain investor requirements may need to be met for the Short Sale to be approved. If the Short Sale meets certain conditions, you may be eligible to receive relocation expenses.

**Deed-in-lieu of foreclosure**- As a last resort, you may be able to voluntarily deed your property back to Freedom Mortgage. Certain investor requirements may need to be met for the Deed-in-lieu to be approved. If the Deed-in-lieu meets certain conditions, you may be eligible to receive relocation expenses.

*There could be income tax consequences to any plan that reduces the amount of debt you owe so please check with a tax advisor before accepting these workout options.*

When you contact us, be sure that you have information regarding your source(s) of income and your expenses on hand. However, in order to make a complete determination of the best option to fit your situation we may need for you to send us a workout package under separate cover, with the following:

- IRS Form 4506-T (allows us to verify tax return information if necessary)
- Borrower(s) Financial Report
- Hardship Letter
- Income Documentation: Please submit the following based on your employment status:
  - Hourly/Salaried Employees - all full and part-time jobs
    - Most recent pay stubs for the past (30) days including year-to-date income.
    - Checking and savings account statements for the past (2) months - include all pages
    - Most recent Tax Returns that are complete with all schedules and attachments (W-2's and/or 1099's)
  - Self-Employed:
    - A current year profit and loss statement - signed and dated
    - Checking and savings account statements for the past (2) months, both personal and business - include all pages.
    - Most recent business tax returns that are complete with all schedules and attachments (W-2's and/or 1099's)
  - Other Household Income (if applicable) - In addition to the above:
    - Non-borrower contribution - notarized letter of contribution amount along with proof of their income. Please see above the Income Documentation section to supply this proof of income.
    - For household members who have other income (such as: Social Security/pension, rental leases, disability, death benefits/annuity, unemployment or food stamp income), please provide a copy of the benefit statement(s), which includes the amount, frequency and duration of this benefit.
    - Alimony, separate maintenance and/or child support payments (note: this income need not be revealed if you do not wish to have this source of income considered). If you choose to have it considered, please provide a copy of the divorce/separation or any other agreement that states the amount, frequency and duration of these payments.

If you wish to sell the property, you will also need to provide:

- Copy of the Listing Agreement
- Copy of the Sales Contract (if available)
- Copy of the Estimated Settlement Statement (if available)
- Signed Third Party Authorization Form

[REDACTED]

It is imperative that you submit all of the above required information to us within ten (10) days upon receipt of this letter. Our ability to review your request will depend on your timely and complete response to this letter. It is possible that after our review additional information may be requested from you. Typically, a decision will be reached within thirty (30) days from the date Freedom receives all of the required documentation to determine if any loss mitigation options are available.

Please submit all documents in regards to your complete Loss Mitigation package to one of the below:

Fax: (866) 505-0949

Email: [LossMitigation@FreedomMortgage.com](mailto:LossMitigation@FreedomMortgage.com)

Mail:

**Overnight**

Freedom Mortgage  
10500 Kincaid Drive, Suite 111  
Fishers, Indiana 46037-9764

**Regular Mail**

Freedom Mortgage  
P.O. Box 50428  
Indianapolis, IN 46250-0401

The delinquency of your mortgage loan is a serious matter that could result in the loss of your home. If you are the veteran whose entitlement was used to obtain this loan, you can also lose your entitlement to a future VA home loan guaranty. If you are not already working with us to resolve the delinquency, please call us to discuss your workout options. You may be able to make special payment arrangements that will reinstate your loan. You may also qualify for a repayment plan or loan modification.

VA has guaranteed a portion of your loan and wants to ensure that you receive every reasonable opportunity to bring your loan current and retain your home. VA can also answer any questions you have regarding your entitlement. If you have access to the Internet and would like to obtain more information, you may access the VA web site at [www.va.gov](http://www.va.gov). You may also learn where to speak to a VA Loan Administration representative by calling 1-800-827-1000.

Until a decision is made with respect to your loss mitigation assistance request, you may still receive default notices, and you are required to make your monthly payments during the review process. Please keep in mind that the foreclosure process may commence or continue during the review period.

All accounts are reviewed based on investor and/or insurer guidelines. Unfortunately, not all requests are approved. Listed below are some (but not all) reasons why you may not be eligible for Loss Mitigation Retention. We highly encourage you to apply as the reasons below may not apply to your current circumstance.

- Missing items
- Missed Trial Plan Payments
- Title Issues
- Loan Does Not Meet Seasoning Requirements
- Final Modification Documents Not Returned
- Borrower(s) Income is Insufficient to Sustain Post Modification Payments

You may access your loan information at your convenience, 24 hours a day, 7 days a week. Simply log on to our website at [www.freedommortgage.com](http://www.freedommortgage.com) or call our automated phone system at (855) 690-5900. Customer Care representatives are available to assist you Monday through Friday from 8:00am – 10:00pm and Saturday from 9:00am – 6:00pm Eastern Time.

Sincerely,

Customer Care Department  
Freedom Mortgage Corporation

Freedom Mortgage Corporation is attempting to collect a debt and any information obtained will be used for that purpose. If you are in bankruptcy or have received a bankruptcy discharge of this debt, this is not an attempt to collect a debt against you personally, but is a notice of possible enforcement of the lien against the collateral property.

0-007-16049-0002888-003-00-101-111-000-000

## CHECKLIST OF REQUIRED DOCUMENTS NEEDED

- FINANCIAL STATEMENT** – This statement must be completed, signed and dated within 90 days.
- HARDSHIP LETTER** – A letter from the borrower indicating the reason for default or hardship.
- COMPLETED AND SIGNED FORM 4506-T** – Freedom Mortgage will pull the last two years of tax returns.
- CHECKING AND SAVINGS ACCOUNT(S)** – Account statements for the most recent two months (ALL PAGES).
- PROOF OF ALL HOUSEHOLD INCOME**
  - Most RECENT paystubs (two paystubs dated within last 90 days). CDA accounts will need paychecks dated within 60 day. (Bi-monthly and bi-weekly paychecks will need 2; weekly paychecks will need 4, monthly 1 paycheck). All paystubs must have year-to-date earnings listed.
  - Social Security Statements – proof that the borrower receives funds; this can either be an award letter and proof of direct deposit into a bank account or copy of the check.
  - Most recent Tax Return – that are complete with all schedules and attachments (W-2's and/or 1099's)
  - Pension / Retirement Statements – proof that the borrower receives pension/retirement income; this can be both current award letter and proof of direct deposit into a bank account or copy of the check.
  - Military Retirement Statement – proof that the borrower receives military retirement income; this can be both current award letter and proof of direct deposit into a bank account or copy of the check.
  - Alimony / Child Support – if provided, a copy of the court document with proof they are receiving the income (bank statements or child support statement); if court documents are available and we do not have proof of the child support income we will need a notarized letter from the person paying the support with the amount they are paying monthly.
  - Rental Income – signed lease agreement (with valid dates) or a notarized letter from tenant with the property address, amount of rent, Schedule "E", and proof of deposits of rents (either deposits into bank statement or copies of the checks).
  - Investment Account(s) – Two most recent statements for \$100.00 or more per month.
- OTHER INCOME**
  - Non-borrower contribution – Notarized letter of contribution amount along with proof of non-borrower's income.
  - Unemployment Income – Unemployment award letter with current dates.
  - Self-Employed – Year-to-date profit and loss statement signed and dated. Two months of business and personal checking account (ALL PAGES).
  - Public Assistance/Proof of Food Stamp Income – Current award letter.

If there is an offer for the sale of the property, which is not required for loss mitigation assistance, the following documents are needed:

- Listing Agreement**
- Signed Authorization form for 3rd party**
- Current MLS Printout**
- Copy of the Purchase Contract, signed and dated by sellers and buyers**
- Preliminary HUD 1 – Settlement Statement**
- Buyer's Pre-Approval Letter or Proof of funds for cash offer**
- Signed Arm's Length Agreement Letter**
- Second Lien Form**



Return Mail Service Only  
**PLEASE DO NOT SEND PAYMENTS TO THIS ADDRESS**  
P.O. Box 819063  
Dallas, TX 75261-9063



6-807-18427-0000363-001-01-101-111-000-000

ROBIN S. GORETZKI  
GLENNNA L. GORETZKI  
4117 BOOS RD  
HURON OH 44839-2053



Goretzki Timeline

NOE – Dated October 25, 2019.

February 3, 2020 – sent financial package to OC @ [keepmyhome@clunkhoose.com](mailto:keepmyhome@clunkhoose.com)  
Documents that weren't available yet: 2018/2019 Tax Returns

February 3, 2020 – received response email stating “received”

March 31, 2020 – Received response to NOE dated February 7, 2020.

May 14, 2020 – Sent updated Financial pkg to OC @ [keepmyhome@clunkhoose.com](mailto:keepmyhome@clunkhoose.com)  
Included 2018/2019 Tax Returns

May 14, 2020 – receive response email stating “Received, these will be forwarded to our client  
Today”.

May 20, 2020 – Received letter stating they need additional information:  
Fully Executed Rental/ Lease Agreement  
Properly Executed IRS Form 4507T  
Directed to send documents to [lossmitigation@freedommortgage.com](mailto:lossmitigation@freedommortgage.com)

May 20, 2020 – Received letter for additional information:  
Year to Date Profit & Loss Statement  
2 months most recent Bank Statements (All pages & all accounts)  
2 months proof of Deposit (Boarder, Fixed and/or Rental Income)  
Directed to send documents to [lossmitigation@freedommortgage.com](mailto:lossmitigation@freedommortgage.com)

June 1, 2020 – Sent additional information that was requested on May 20, 2020 letters as  
directed to [lossmitigation@freedommortgage.com](mailto:lossmitigation@freedommortgage.com)

June 1, 2020 – received response verifying receipt from Freedom Mortgage Loss Mitigation  
Department.

June 19, 2020 – resent all requested documents as directed to  
[lossmitigation@freedommortgage.com](mailto:lossmitigation@freedommortgage.com)

August 6, 2020 – sent email to [keepmyhome@clunkhoose.com](mailto:keepmyhome@clunkhoose.com) notifying them that on  
June 19, 2020 all requested docs were again sent to Freedom Mortgage.



Attached is a copy of the letter.

Letter from lender dated June 24, 2020 that we haven't previously seen and you and I wondered if they backdated it to cover their ass? "we are unable to proceed with the review".  
Missing Documents:

2 months proof of Deposit (Fixed and rental income)  
Year to date Profit and Loss Statement  
2 months most recent bank statements (all pages and all accounts)  
Properly executed IRS form 4506T

August 6, 2020 – Dan emailed Diane Bennett stating that we hadn't received the provided letter  
Until now, and we have previously submitted all requested documents.

August 7, 2020 – Tracy provided copies of documents to Diane Bennett that were previously submitted to lender.

August 13, 2020 – Dan sent Diane Bennett email stating we had not previously received the Letter dated June 24, 2020 but we would like to get the matter concluded and Would submit an updated package next week.

Diane Bennett responded that the lender sent us a letter on 6.24.20. We never rec This letter. She states their system shows no open review.

August 17, 2020 – Letter from lender asking for the following documents:

2 months most recent Bank stmts  
2 months proof of Deposit (Boarder, Fixed or Rental Income)  
Complete Financial Worksheet  
Hardship letter  
YTD P&L Statement

September 18, 2020 – complete financial package sent to lender and to OC and included all Documents listed above

September 21, 2020 – Letter from Lender that Application for Loss Mitigation Hardship Asst has Been received and is complete.

September 24, 2020 – letter from lender that package is incomplete

Docs needed:

Additional rent lease and proof of receipt

**Does borrower still have her Daycare business – Need P&L**

**October 27, 2020 – email from Dianne Bennett that financial review is ongoing, but no Decision has been made.**



**McGookey**  
LAW OFFICES  
The Real Estate Lawyers  
Real Estate Success for 38 Years!

October 25, 2019

**NOTICE OF ERROR AND REQUEST FOR INFORMATION**

Freedom Mortgage  
P.O. Box 50428  
Indianapolis, IN 46250-0401

Re: Borrowers: Robin S. and Glenna L. Goretzki  
Property Address: 4117 Boos Rd, Huron, Ohio 44839-2053  
Loan No: [REDACTED]

Sent by Certified Mail  
Return Receipt Requested

Dear Sir/Madam,

This office represents Robin S. and Glenna L. Goretzki with respect to the above-referenced property address and loan number. Enclosed for your records is a copy of the Authorization signed by our clients allowing you to communicate with this office with respect to this matter. Please direct communications regarding this matter to this office and cease and desist all communications with the Goretzkis.

We have thoroughly reviewed the history of this loan with our clients. From that review, we have noted discrepancies in the handling of the Account. Please consider this letter to be a formal **NOTICE OF ERROR** under the Mortgage Servicing Rules ("the Rules") promulgated by the Consumer Financial Protection Bureau, codified at 12 CFR §1024.35, *et seq.*, regarding those discrepancies.



[www.mcgooleylaw.com](http://www.mcgooleylaw.com)

225 Meigs Street - Sandusky, OH 44870  
Telephone: 419-502-7223  
Fax: 419-502-0044

Daniel L. McGookey  
[Dmcgooley@mcgooleylaw.com](mailto:Dmcgooley@mcgooleylaw.com)  
Cell: 419-271-5094

Kathryn M. Eyster  
[Keyster@mcgooleylaw.com](mailto:Keyster@mcgooleylaw.com)  
Tel: 419-502-7223

PLAINTIFF'S  
EXHIBIT  
18

The Rules set forth detailed Loss Mitigation provisions. 12 CFR §1024.41, *et seq.* They specifically allow for enforcement by a borrower under 12 USC §2605(f). As a basic proposition, the Rules require a mortgage servicer to provide the homeowner with timely and accurate information with respect to his or her mortgage. In this regard, they state as follows:

1024.38(b) *Objectives*—(1) *Assessing and providing timely and accurate and timely information.* The policies and procedures required by paragraph (a) of this section shall be reasonably designed to ensure that the servicer can:

- (i) Provide accurate and timely disclosures to a borrower as required by this subpart and other applicable law;
- (ii) Investigate, respond to, and, as appropriate, make corrections in response to complaints asserted by a borrower;
- (iii) Provide a borrower with accurate and timely information and documents in response to the borrower's requests for information with respect to the borrower's mortgage loan;
- (iv) ...
- (v) Submit documents or filings required for a foreclosure process, including documents or filings required by a court of competent jurisdiction, that reflect accurate and current information and that comply with applicable law...
- (vi) ...

(2) *Properly evaluating loss mitigation applications.* The policies and procedures required by required by paragraph (a) of this section shall be reasonably designed to ensure that a servicer can:

- (i) Provide accurate information regarding loss mitigation options available to a borrower from the owner or assignee of the borrower's mortgage loan;
- (ii) Identify with specificity all loss mitigation options for which borrowers may be eligible pursuant to any of the requirements established by an owner or assignee of the borrower's mortgage loan;
- (iii) Provide prompt access to all documents and information submitted by a borrower in connection with a loss mitigation option to servicer personnel that are assigned to assist the borrower pursuant to Sec. 1024.40.
- (iv)...



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---

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Kathryn M. Eyster  
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(v) Properly evaluate a borrower who submits an application for all loss mitigation options for which the borrower may be eligible..."

In addition, §1024.41 sets forth the time requirements for servicers to act on loss mitigation applications. In essence, that Section requires, within five days of receipt of a loss mitigation application, the servicer must send the borrower an acknowledgement of its receipt, and inform him or her of whether the application is complete, or if it is not, detail the information needed to make it complete.

Once the application is complete, the servicer must inform the borrower within thirty days whether he or she qualifies for a loan modification. Importantly, §1024.41(f) & (g) strictly prohibits a servicer from filing, or moving for, foreclosure once a completed application is received.

12 CFR §1024.35 of the Rules sets forth error resolution procedures which allow the homeowner to take its grievance directly to the servicer to get controversies worked out. Subsection (b) defines "errors" subject to the Rule as follows:

(b) *Scope of error resolution.* For purposes of this section, the term "error" refers to the following categories of covered errors:

\*\*\*

- (5) Imposition of a fee or charge that the servicer lacks a reasonable basis to impose upon the borrower;
- (6) ...
- (7) Failure to provide accurate information to a borrower regarding loss mitigation options and foreclosure, as required by Sec. 1024.39;
- (8) ...
- (9) Making the first notice or filing required by applicable law for any judicial or non-judicial foreclosure process in violation of Sec. 1024.41(f) or (j) (dual tracking, or commencing action during the loss mitigation process);
- (10) Moving for foreclosure judgment or order of sale, or conducting a foreclosure sale in violation of Sec. 1024.41(g) or (j);
- (11) Any other error relating to the servicing of a borrower's mortgage loan.



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Pursuant to 12 CFR §1024.35(e)(3), a servicer has thirty days to correct an error after it receives notice by the homeowner.

The facts of this case fully demonstrate you violated the above provisions on numerous occasions. The facts are that in early December, 2017, Mr. Goretzki called the prior servicer on this mortgage, SunWest, to ask why it had not automatically deducted his monthly mortgage payment of \$1,185.29, which was due on the first. He was told by SunWest the reason was that the "mortgage had been sold" to Freedom Mortgage. At that time, our clients were current on their mortgage, with their payment being due on December 1, 2017.

After talking with SunWest, Mr. Goretzki immediately called Freedom to inquire as to what he needed to do. At that point, *Freedom told him that, because of the servicing transfer, he did not need to worry about making a payment because he had a two-month grace period.* In other words, he was told his next payment was due on February 1, 2018.

Following that, for some unknown reason, Freedom sent our clients a letter dated December 21, 2018 entitled: **Notice to Home Loan Applicant**, a copy of which is enclosed herein as Exhibit 1. Since the Goretzkis were not in the process of applying for a mortgage with Freedom, this letter itself constitutes the dissemination of inaccurate information with respect to the mortgage, and thus an error under the Rules.

Freedom followed that up with yet another error in the form of letter dated December 29, 2018, captioned: **Statement of Credit Denial, Termination or Change**, enclosed herein as Exhibit 2. Then by way of letter dated January 2, 2018, a copy of which is enclosed herein as Exhibit 3, Freedom asserted our clients were 30 days or more delinquent in payment, and in default. This is directly contrary to what Freedom had originally told our clients; that they had a sixty-day grace period in their payments, and thus constitutes yet another error.

By letter dated January 9, 2018, a copy of which is enclosed as Exhibit 4, Freedom stepped up its collection efforts and was already threatening foreclosure. By Statement dated January 18, 2018, a copy of which is enclosed as Exhibit 5, Freedom claimed three payments totaling \$3,580.87 were due by February 1, 2018. Interestingly, that statement shows Freedom charged a "Property Inspection Fee" of \$25 on January 17, 2018. This charge constitutes another error.

On receiving this notice, our clients called Freedom and tried to make a monthly payment. Freedom rejected that offer, instead demanding two months payments, for December 2017 and January 2018. Upon being told that they could only make one month's payment, Freedom then suggested the Goretzkis apply for a loan modification and sent them a loss mitigation application.



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The Goretzkis completed the application to the best of their ability, and January 28, 2018, sent it back to Freedom. A copy of that application is enclosed as Exhibit 6. However, rather than acknowledge receipt of that application, instead by letter dated February 1, 2018, a copy of which is attached as Exhibit 7, sent them another application. Consistent with that approach, Freedom continued to send a series of letters dated February 5 (Exhibit 8), February 16 (Exhibit 9), and February 27, 2018 (Exhibit 10), all ignoring the fact that our clients had already submitted a loss mitigation application.

To summarize, contrary to express provisions of §1024.41, *Freedom never sent the Goretzkis written confirmation it received the loss mitigation and advising them whether or not the application was complete, and if not, what information was necessary to make it complete.* Instead, Freedom began sending new applications for our clients to complete. In other words, Freedom denied our clients the opportunity to engage in loss mitigation, a total violation of the Rules.

Further, as Mr. Goretzki told Freedom representatives, since he is a disabled veteran, he is not required to file a tax return. Freedom simply chose to ignore that fact, repeatedly verbally telling him that it couldn't consider his request for relief until it received that information. Certainly, as the servicer of this VA guaranteed loan, Freedom should be expected to know this fact, or at a minimum, have checked it out after Mr. Goretzki raised it. It appears that your conduct in this case is in violation of the VA rules as well as those of the Consumer financial Protection Bureau, and we are sending its representative a copy of this Notice of Error.

In addition, given the fact our clients were not required to file a tax return, the loss mitigation application they sent in on January 28, 2018 (Exhibit 6), was facially complete. That being the case, combined with the fact you never sent our clients a letter advising them that it wasn't, it was illegal under the Rules to file a foreclosure Complaint on in the Erie County, Ohio, Common Pleas Court on April 22, 2019 (Case No. 2019 CV 0236) ("the Foreclosure Action") and take a default judgment on July 30, 2019. *See, §1024.41(f).*

Presently, a sale is set to commence in the Foreclosure Action on November 4, 2019. Should that occur, the damages recoverable against you for your many violations of the law will escalate exponentially. Therefore, we are demanding that you immediately vacate the foreclosure sale to allow the appropriate loss mitigation to occur.

As indicated above, you have five days to send an acknowledgement you have received this Notice of Error. In addition, you have thirty days to send a detailed response to each error, either denying that an error occurred and explaining in detail the reasons justifying your position, or acknowledging that the alleged error occurred, and explaining how you intend to correct it. A



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failure to comply with these provisions will constitute a separate and distinct error giving rise to further damages.

The law provides redress in the form of damages for these injuries under 12 USC §2605. In addition, the Statute allows for statutory damages of \$2,000 for each violation in cases, such as here, where a pattern and practice of misconduct is demonstrated. Under these facts, that would mean there is \$6,000 of recoverable statutory damages alone.

In addition, please consider this letter to be a **REQUEST FOR INFORMATION** under the Rules, codified at 12 CFR §1024.26. In this regard, we are demanding that the following questions be answered and that the following documents be produced.

**INFORMATION AND DOCUMENTS REQUESTED**

- 1) Produce a complete history of all communications, including servicing and transactional notes, between you and the Goretzkis from December 1, 2017, to the present;
- 2) Produce all written and electronic communications between you and the Goretzkis from December 1, 2017, to the present, including monthly statements, forced-placed insurance notices, notices of default\*, notices or right to cure, early intervention notices, and loss mitigation materials;
- 3) Produce a complete Payment History with respect to this Loan; and
- 4) Produce the audio recording of each telephone call you had with Mr. or Mrs. Goretzki from December 1, 2017 to the present.

Please acknowledge receipt of this **REQUEST FOR INFORMATION** within five days hereof, as required by the Rules. Also, please send the requested information and documents, or give a *detailed* explanation as to why you cannot do so, within thirty days hereof, unless extended an additional fifteen days.

**BE ADVISED THAT A FAILURE TO FULLY RESPOND TO THIS NOTICE OF ERROR AND REQUEST FOR INFORMATION MAY SUBJECT YOU TO CIVIL LIABILITY, INCLUDING THE RECOVERY OF DAMAGES AND ATTORNEY FEES.**



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We would strongly urge you to correct your errors immediately by offering the Goretzkis a very favorable loan modification which takes into account the significant damages you have caused them to suffer.

Thank you for your attention to this matter, and I look forward to hearing from you in this regard.

Sincerely,

Daniel L. McGookey.

DLM/tl  
enclosures

cc: Robin & Glenna Goretzki  
John P. Gulyas, Veterans Benefit Administration, Department of Veteran Affairs



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**FREEDOM MORTGAGE®**  
P.O. Box 30485, Indianapolis, IN 46250-0401

**MCGOOKEY LAW OFFICE**  
**ATTN: DANIEL L. McGOOKEY**  
**225 MEIGS STREET**  
**SANDUSKY, OH 44870**

February 7, 2020

Re: Loan Number [REDACTED]

**ROBIN S. GORETZKI**  
**GLENNA L. GORETZKI**

Dear Sir or Madam,

Thank you for contacting Freedom Mortgage. We received your written inquiry regarding your clients' account via mail on November 12, 2019. Specifically, we understand you are requesting a review of the account, as well as a correction of errors and documentation. We hope you find the following information helpful.

After reviewing the account, we have confirmed that the servicing of this loan was transferred to Freedom Mortgage Corporation effective December 4, 2017. You will find a copy of the Notice of Servicing Transfer Disclosure enclosed. We apologize for any misunderstanding regarding the 60-day grace period associated with the transfer. Be advised that the grace period effective upon the transfer of a loan prevents us from assessing late charges and reporting derogatory credit information with respect to the first two payments. Borrowers remain contractually obligated to make the payments. You will find copies of breach letters mailed to the address of record.

Regarding the Notice to Home Loan Applicant and Statement of Credit Denial, Termination or Change, please be advised that these documents were mailed to your client on December 21 and December 29, 2017 respectively. Be Further advised that the documents were mailed to your client in association with their speaking with loan our origination department on December 21, 2017 regarding the possibility of refinancing.

Regarding the inspection assessed on January 17, 2018, please be advised that this fee was accurately assessed, as it is within our purview to ensure the integrity of the collateral associated with the loan. Per your request, you will find a copy of the transaction history enclosed. Lastly, with regard to loss mitigation, we did not receive the documents sent by your client on January 28, 2018. Further, a letter notifying your client of a repayment plan was mailed on March 9, 2018. As the agreement was not returned and no payments were made according to the plan, the plan was cancelled. A letter notifying your client of the





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P.O. Box 50481, Indianapolis, IN 46250-0401

cancellation of the repayment plan was mailed on February 27, 2019. You will find copies of these documents enclosed.

Please be advised that while RESPA and its implementing regulation, Regulation X do impose standards for record keeping as to the "servicing file", the official Commentary to the rule from the Bureau explicitly states that "1024.38(c)(2) does not confer upon any borrower a right to access information contained within the servicing file." As such, we are unable to honor requests for other documentation from the servicing file, for the reason that the requested documentation is confidential, proprietary or privileged, and/or the request is overbroad.

Sincerely,

Freedom Mortgage Corporation

03/23/20

ROBIN S. GORETZKI  
GLENNA L. GORETZKI  
225 MEIGS STREET

Account Number [REDACTED]

SANDUSKY

OR 44870

Collateral 4117 BOOS ROAD

Original Balance	221490.00	Pen Payment	983.63	Next Due Date	01/01/18
Current Balance	212233.05	Escrow Payment	201.66	Last Payment Date	02/05/18
Escrow Balance	-4427.49	Opt In Payment	0.00	Current Interest Rate	3.25000
Unapplied Balance	0.00	Buydown	0.00		
Fee Balance	-5474.49	Total Payment	1105.29		

History from 03/01/98 through 03/23/20 Beginning statement balance 212233.05 Ending statement balance 212233.05

Posting Date	Effective Date	Paid To	Date	Description	Amount	Terminal Amount	Interest	Interest	Interest
03/06/17	03/06/17		03/01/17	Payment	1279.77	337.92	585.71	296.14	0.00
04/05/17	04/05/17		04/01/17	Payment	1279.77	338.00	584.63	296.14	0.00
05/05/17	05/05/17		05/01/17	Payment	1265.25	406.05	583.58	201.66	0.00
05/17/17	05/17/17		05/07/00	Unidentified	-318.86	D.00	0.00	-218.86	0.00
06/05/17	06/05/17		06/01/17	Payment	1183.25	401.16	582.47	201.66	0.00
06/15/17	06/15/17		06/01/17	Tax Manual	-714.52	D.00	0.00	-714.52	0.00
07/05/17	07/05/17		07/01/17	Payment	1182.25	402.25	581.38	201.66	0.00
07/26/17	07/26/17		08/01/17	Ins Manual	-93.00	D.00	0.00	-93.00	0.00
08/07/17	08/07/17		08/01/17	Payment	1185.25	403.34	580.29	201.66	0.00
08/29/17	08/29/17		08/01/17	Ins Manual	-1014.00	D.00	0.00	-1014.00	0.00
09/03/17	09/05/17		09/01/17	Payment	1185.25	404.43	578.26	201.66	0.00
10/03/17	10/05/17		10/01/17	Payment	1185.25	405.50	576.10	201.66	0.00
11/08/17	11/08/17		11/01/17	Payment	1185.25	406.63	577.06	201.66	0.00
11/27/17	11/27/17		11/01/17	Unidentified	0.55	0.00	0.55	0.00	0.00
12/07/17	12/09/17		12/01/17	Miscellaneous	0.00	Q.00	0.00	0.00	0.00
01/17/18	01/17/18		01/01/17	Fee Billed	0.00	0.00	0.00	0.00	25.00
01/26/18	01/26/18		01/01/17	Tax Escrow	-720.31	D.00	0.00	-720.31	0.00
02/05/18	02/05/18		12/01/17	Payment	1185.25	407.73	575.90	201.66	0.00

B= Unknown/Subsidy

F= Fee Payment

I= Late Charges

C= Uncollected

N= Unapplied



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Dallas, TX 75261-9063

8-007-15747-0002415-001-01-100-000-000-000

ROBIN S. GORETZKI  
4117 BOOS RD  
HURON OH 44839-2053

February 27, 2018

Re: Loan Number [REDACTED]

Dear Borrower(s),

We have not received your mortgage payments for the months of January 1, 2018 through February 1, 2018. This means your account is now in default. This is a demand for payment of the total amount due as of February 27, 2018.

Payments	\$2,370.58
Late charges	\$0.00
Fees and costs to date	\$50.00
Optional Insurance	\$0.00
Less Suspense	\$0.00

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Total Amount Due	\$2,420.58
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To avoid foreclosure, you must pay this amount no later than April 1, 2018, which is 33 days from the date of this notice. You must also pay for all additional payments and fees that accumulate during this period. Unless we receive full payment of all past-due amounts within 33 days from the date of this notice, we will require immediate payment of your entire loan balance and we may begin foreclosure proceedings. This could result in the loss of your home. You may have the right to bring a court action to challenge the default, or assert other defenses to immediate payment and sale that may be available in your mortgage documents or under state law.

If your payment is not accepted for any reason or your payment is for less than the total amount due, which we may accept without waiving any of our rights, this matter will not be resolved.

REPRESENTATION OF PRINTED DOCUMENT

Once your account is in foreclosure, you have the right to reinstate the account before the foreclosure sale of your home if:

- 1) you pay the total amount due plus any fees, costs, and other amounts that accumulate through the reinstatement date; and
- 2) Payments must be made in certified funds or cashier's check. If funds tendered are not honored for any reason, the default will not be cured. Our acceptance of any funds less than the total amount due shall not constitute a waiver of our rights and/or remedies under the loan documents or applicable law.
- 3) you take any other action reasonably required by us to assure the security of the property. Your obligations under the loan documents will still apply during this time.

Please be aware that your credit rating may be negatively affected if you do not resolve this matter. We may visit your property from time to time to determine its condition and occupancy status. You will be responsible for the costs of these inspections.

HUD-approved counseling is available on FHA guaranteed loans by calling 1-800-569-4287. If you would like to discuss this letter and foreclosure prevention options, we encourage you to contact our Customer Care Department immediately at (855) 690-5900 Monday through Friday, from 8:00am – 10:00pm, and Saturday, from 9:00am – 6:00pm Eastern Time. WE ARE VERY INTERESTED IN ASSISTING YOU.

Sincerely,

Customer Care Department  
Freedom Mortgage Corporation



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P.O. Box 619063  
Dallas, TX 75261-8063

6-007-18747-00026/9-001-44-108-000-000-000

GLENNAL GORETZKI  
4117 BOOS RD  
HURON OH 44839-2053

February 27, 2018

Re: Loan Number [REDACTED]

Dear Borrower(s),

We have not received your mortgage payments for the months of January 1, 2018 through February 1, 2018. This means your account is now in default. This is a demand for payment of the total amount due as of February 27, 2018.

Payments	\$2,370.58
Late charges	\$0.00
Fees and costs to date	\$50.00
Optional Insurance	\$0.00
Less Suspense	\$0.00

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Total Amount Due	\$2,420.58
------------------	------------

To avoid foreclosure, you must pay this amount no later than April 1, 2018, which is 33 days from the date of this notice. You must also pay for all additional payments and fees that accumulate during this period. Unless we receive full payment of all past-due amounts within 33 days from the date of this notice, we will require immediate payment of your entire loan balance and we may begin foreclosure proceedings. This could result in the loss of your home. You may have the right to bring a court action to challenge the default, or assert other defenses to immediate payment and sale that may be available in your mortgage documents or under state law.

If your payment is not accepted for any reason or your payment is for less than the total amount due, which we may accept without waiving any of our rights, this matter will not be resolved.

REPRESENTATION OF PRINTED DOCUMENT

Once your account is in foreclosure, you have the right to reinstate the account before the foreclosure sale of your home if:

- 1) you pay the total amount due plus any fees, costs, and other amounts that accumulate through the reinstatement date; and
- 2) Payments must be made in certified funds or cashier's check. If funds tendered are not honored for any reason, the default will not be cured. Our acceptance of any funds less than the total amount due shall not constitute a waiver of our rights and/or remedies under the loan documents or applicable law.
- 3) you take any other action reasonably required by us to assure the security of the property. Your obligations under the loan documents will still apply during this time.

Please be aware that your credit rating may be negatively affected if you do not resolve this matter. We may visit your property from time to time to determine its condition and occupancy status. You will be responsible for the costs of these inspections.

HUD-approved counseling is available on FHA guaranteed loans by calling 1-800-569-4287. If you would like to discuss this letter and foreclosure prevention options, we encourage you to contact our Customer Care Department immediately at (855) 690-5900 Monday through Friday, from 8:00am – 10:00pm, and Saturday, from 9:00am – 6:00pm Eastern Time. WE ARE VERY INTERESTED IN ASSISTING YOU.

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Customer Care Department  
Freedom Mortgage Corporation



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Dallas, TX 75261-8063

[REDACTED]  
  
ROBIN S. GORETZKI  
4117 BOOS RD  
HURON OH 44839-2053

January 29, 2018

Re: Loan Number [REDACTED]

Dear Borrower(s),

We have not received your mortgage payments for the months of December 1, 2017 through January 1, 2018. This means your account is now in default. This is a demand for payment of the total amount due as of January 29, 2018.

Payments	\$2,370.58
Late charges	\$0.00
Fees and costs to date	\$25.00
Optional Insurance	\$0.00
Less Suspense	\$0.00

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Total Amount Due	\$2,395.58
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To avoid foreclosure, you must pay this amount no later than March 3, 2018, which is 33 days from the date of this notice. You must also pay for all additional payments and fees that accumulate during this period. Unless we receive full payment of all past-due amounts within 33 days from the date of this notice, we will require immediate payment of your entire loan balance and we may begin foreclosure proceedings. This could result in the loss of your home. You may have the right to bring a court action to challenge the default, or assert other defenses to immediate payment and sale that may be available in your mortgage documents or under state law.

If your payment is not accepted for any reason or your payment is for less than the total amount due, which we may accept without waiving any of our rights, this matter will not be resolved.

REPRESENTATION OF PRINTED DOCUMENT

Once your account is in foreclosure, you have the right to reinstate the account before the foreclosure sale of your home if:

- 1) you pay the total amount due plus any fees, costs, and other amounts that accumulate through the reinstatement date; and
- 2) Payments must be made in certified funds or cashier's check. If funds tendered are not honored for any reason, the default will not be cured. Our acceptance of any funds less than the total amount due shall not constitute a waiver of our rights and/or remedies under the loan documents or applicable law.
- 3) you take any other action reasonably required by us to assure the security of the property. Your obligations under the loan documents will still apply during this time.

Please be aware that your credit rating may be negatively affected if you do not resolve this matter. We may visit your property from time to time to determine its condition and occupancy status. You will be responsible for the costs of these inspections.

HUD-approved counseling is available on FHA guaranteed loans by calling 1-800-569-4287. If you would like to discuss this letter and foreclosure prevention options, we encourage you to contact our Customer Care Department immediately at (855) 690-5900 Monday through Friday, from 8:00am - 10:00pm, and Saturday, from 9:00am - 6:00pm Eastern Time. WE ARE VERY INTERESTED IN ASSISTING YOU.

Sincerely,

Customer Care Department  
Freedom Mortgage Corporation



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1-807-12070-0002817-001-01-100-000-000-000

GLENNAL. GORETZKI  
4117 BOOS RD  
HURON OH 44839-2053

January 29, 2018

Re: Loan Number [REDACTED]

Dear Borrower(s),

We have not received your mortgage payments for the months of December 1, 2017 through January 1, 2018. This means your account is now in default. This is a demand for payment of the total amount due as of January 29, 2018.

Payments	\$2,370.58
Late charges	\$0.00
Fees and costs to date	\$25.00
Optional Insurance	\$0.00
Less Suspense	\$0.00

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Total Amount Due	\$2,395.58
------------------	------------

To avoid foreclosure, you must pay this amount no later than March 3, 2018, which is 33 days from the date of this notice. You must also pay for all additional payments and fees that accumulate during this period. Unless we receive full payment of all past-due amounts within 33 days from the date of this notice, we will require immediate payment of your entire loan balance and we may begin foreclosure proceedings. This could result in the loss of your home. You may have the right to bring a court action to challenge the default, or assert other defenses to immediate payment and sale that may be available in your mortgage documents or under state law.

If your payment is not accepted for any reason or your payment is for less than the total amount due, which we may accept without waiving any of our rights, this matter will not be resolved.

REPRESENTATION OF PRINTED DOCUMENT

Once your account is in foreclosure, you have the right to reinstate the account before the foreclosure sale of your home if:

- 1) you pay the total amount due plus any fees, costs, and other amounts that accumulate through the reinstatement date; and
- 2) Payments must be made in certified funds or cashier's check. If funds tendered are not honored for any reason, the default will not be cured. Our acceptance of any funds less than the total amount due shall not constitute a waiver of our rights and/or remedies under the loan documents or applicable law.
- 3) you take any other action reasonably required by us to assure the security of the property. Your obligations under the loan documents will still apply during this time.

Please be aware that your credit rating may be negatively affected if you do not resolve this matter. We may visit your property from time to time to determine its condition and occupancy status. You will be responsible for the costs of these inspections.

HUD-approved counseling is available on FHA guaranteed loans by calling 1-800-569-4287. If you would like to discuss this letter and foreclosure prevention options, we encourage you to contact our Customer Care Department immediately at (855) 690-5900 Monday through Friday, from 8:00am - 10:00pm, and Saturday, from 9:00am - 6:00pm Eastern Time. WE ARE VERY INTERESTED IN ASSISTING YOU.

Sincerely,

Customer Care Department  
Freedom Mortgage Corporation



ROBIN S. GORETZKI  
GLENN A. GORETZKI  
4117 BOOS ROAD  
HURON OH 44839-2053

February 27, 2019

Re: Loan Number [REDACTED]

Dear Borrower(s),

The review of your hardship assistance request has been completed. Unfortunately, we are unable to approve your request for assistance due to the following reason(s):

**Repay Plan Cancelled**

Please note that the servicing of your loan will continue per the terms of your original Note and Mortgage, including foreclosure proceedings and normal credit bureau reporting, if applicable. If foreclosure activity was previously suspended on your loan, it may now resume. If you would like additional counseling, you may consider contacting the HOPE Hotline at 1-888-995-HOPE. A project of the nonprofit Homeownership Preservation Foundation, the HOPE Hotline connects homeowners with HUD-approved housing counselors, who offer assistance at no charge. If you have any questions, please contact at (855)-690-5900.



You may access your loan information at your convenience, 24 hours a day, 7 days a week! Simply log on to our website at [www.freedommortgage.com](http://www.freedommortgage.com) or call our automated phone system at (855)-690-5900. Customer Care representatives are available to assist you Monday through Friday from 8:00am – 10:00pm and Saturday from 9:00am – 6:00pm Eastern Time.

Sincerely,

Customer Care Department  
Freedom Mortgage Corporation



**REPRESENTATION OF PRINTED DOCUMENT**  
Return Mail Service Only  
PLEASE DO NOT SEND PAYMENTS TO THIS ADDRESS  
P.O. Box 819063  
Dallas, TX 75261-9063

5-007-10007-0000013-001-01-000-000-000-000

ROBIN S. GORETZKI  
GLENNIA L. GORETZKI  
4117 BOOS RD  
HURON OH 44839-2053

March 9, 2018

Re: Loan Number: [REDACTED]

Dear Borrower(s),

Please see the repayment plan schedule below that you agreed to with Freedom Mortgage in order to bring the above-referenced loan current. Starting on 04/01/18, you will begin making monthly payments until all scheduled payments are paid, at which point your loan will be current. If at any point during the term of the repayment plan a scheduled payment is not received within 15 days of the due date, the plan will be automatically canceled and other collection actions will be taken, which may include foreclosure proceedings.

04/01/18	\$1,841.58
05/01/18	\$1,841.58
06/01/18	\$1,841.58
07/01/18	\$1,841.58
08/01/18	\$1,841.58
09/01/18	\$1,794.17

Please be aware that this offer will become void if you do not return a signed and dated copy of this approval within fourteen (14) days of the date of this letter and a scheduled foreclosure sale is set prior to your first payment due date of 04/01/18. Any Foreclosure action will be final and supersede the terms outlined in this agreement.

Please fax your completed agreement to (866) 505-0949, email to [lossmitigation@freedommortgage.com](mailto:lossmitigation@freedommortgage.com), or mail to:

**Overnight:**  
Freedom Mortgage Corporation  
10500 Kincaid Drive, Suite 111  
Fishers, IN 46037-9764

**Regular Mail:**  
Freedom Mortgage Corporation  
P.O. Box 50428  
Indianapolis, IN 46250-0401

**REPRESENTATION OF PRINTED DOCUMENT**

We encourage you to contact us directly to speak with a knowledgeable Customer Care representative if you have any questions. You may access your loan information at your convenience, 24 hours a day, 7 days a week! Simply log on to our website at [www.freedommortgage.com](http://www.freedommortgage.com) or call our automated phone system at (855) 690-5900. Customer Care representatives are available to assist you Monday through Friday from 8:00am - 10:00pm and Saturday from 9:00am - 6:00pm Eastern Time.

Sincerely,

**Customer Care Department  
Freedom Mortgage Corporation**

[Redacted]  
I \_\_\_\_\_ (Print Name of Borrower), accept and agree to the terms of this document.

Signature \_\_\_\_\_ Date \_\_\_\_\_ (Borrower)

[Redacted]  
I \_\_\_\_\_ (Print Name of Co-borrower), accept and agree to the terms of this document.

Signature \_\_\_\_\_ Date \_\_\_\_\_ (Co-borrower)



Return Mail Service Only  
PLEASE DO NOT SEND  
PAYMENTS TO THIS ADDRESS  
P.O. Box 619063  
Dallas, TX 75261-9063

# Welcome!

ROBIN S. GORETZKI  
GLENNAL. GORETZKI  
4117 BOOS RD  
HURON OH 44839-2063

December 07, 2017

RE: Your Freedom Mortgage Loan # [REDACTED]

Dear ROBIN S. GORETZKI,

## Welcome to Freedom Mortgage!

The servicing of your mortgage loan from SUN WEST MORTGAGE COMPANY, INC. has transferred to us, effective 12/04/17. Your term, rate, and balance are unchanged from your original loan, but we'll be collecting your payments from now on.

Below are a few important details to get you started.

### Contact & Payment Information



Your mortgage information is available 24/7 at [freedommortgage.com](http://freedommortgage.com) after you complete a quick and easy registration process.

Your online account puts your loan information at your fingertips so you can make a payment, set up auto-pay, or update your contact information when it's convenient for you. An important part of your profile is your email address, which we'll use to keep you informed. Go to [freedommortgage.com](http://freedommortgage.com) for more details.



Starting 12/04/17, please make checks payable to Freedom Mortgage Corporation (include your loan number 0056873011) and send to:  
Freedom Mortgage Corporation  
PO Box 89486  
Cleveland, OH 44101-9486



If you have auto-pay with SUN WEST MORTGAGE COMPANY, INC., it will be discontinued. Setting up new auto-pay with Freedom Mortgage is easy and minimizes late or missed payments in the future.  
- Create your user account online at [freedommortgage.com](http://freedommortgage.com).



For additional questions, Customer Care professionals are available to help you at 855-690-5900, Monday through Friday from 8:00am to 10:00pm ET and Saturday from 9:00am to 6:00 pm ET.

Providing you with exceptional customer service is our number one goal. For over 25 years, we've established ourselves as a market leader and rank amongst the nation's top mortgage providers. We look forward to helping you now and in the future. We're glad you're here.

Sincerely,

Joel Davis  
Senior Vice President, Residential Servicing  
Freedom Mortgage Corporation

(Please see the reverse side for additional information regarding the transfer of your loan)



## Terms

The transfer of the servicing of your mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan.

## Your Prior Servicer

Your prior servicer is SUN WEST MORTGAGE COMPANY, INC.. If you have any questions regarding this transfer of servicing, SUN WEST MORTGAGE COMPANY, INC.'s Customer Service department can be reached at 800-345-7884 or 18000 STUDEBAKER ROAD, SUITE 200, CERRITOS CA 90703.

## Additional Information Concerning Your Payments

The date that SUN WEST MORTGAGE COMPANY, INC. will stop accepting payments from you is 12/03/17. The date that Freedom Mortgage will start accepting payments from you is 12/04/17.

## New Billing Statement

If a payment is due before you receive your new Freedom Mortgage billing statement, please send your payment to Freedom at the address listed on the reverse page. Be sure to include your loan number 0056873011 on the check. The exact amount of your monthly payment is as follows:

Principal and Interest (P&I): \$983.63  
Escrow: \$201.68  
Total Monthly Payment: \$1,185.29

## Payment Grace Period

Under Federal law, during the 60-day period following the effective date of the transfer of the loan servicing 12/04/17, a loan payment received by SUN WEST MORTGAGE COMPANY, INC. on or before its due date may not be treated by Freedom Mortgage as late, and a late fee may not be imposed.

## Payment Methods

When you pay your bill by check, you authorize us to electronically process your payment. If your check is processed electronically, your checking account may be debited the same date we receive the check and it will not be returned with your checking account statement. If someone other than you or a bill paying service pays your bill, you must notify them of this policy.

SERVICE	DESCRIPTION	FEES
Pay by Phone (Representative)	This fee is charged to make a payment by phone with a representative.	Up to \$15.00
Pay by Phone (Automated)	This fee is charged to make a payment through an automated phone system.	Up to \$10.00
Pay by Web	This fee is charged to make a payment online.	No Charge
Payoff Statement	This fee is charged when requesting a payoff statement. Shows remaining principal balance, accrued interest, and the interest rate.	Up to \$30.00
NSF/Returned check	This fee is charged when the account holder's bank doesn't honor a check.	Up to \$40.00
Assumption Fee	This fee is charged to process an application for a new borrower to assume the loan obligation.	Up to \$900.00



## **Additional Insurance**

The transfer of servicing rights may affect the terms, or the continued availability of, mortgage life, disability, accidental death or any other type of optional insurance in the following manner:

- These products and services will not be transferred to Freedom Mortgage. Contact your carrier to learn about your options to continue coverage directly through them.

## **Notice of Error or Request for Information**

To submit a written Notice of Error or Request for Information please include your full name, your loan number, and the error you believe to have occurred or the information you are requesting about your mortgage account. Within five (5) days (excluding legal public holidays, Saturdays and Sundays) of receiving your request, a written acknowledgment will be provided to you. Freedom Mortgage will respond no later than 30 days after receiving the initial written request.

Please send written notices of error/requests for information to:  
Freedom Mortgage Corporation  
PO Box 50428  
Indianapolis, IN 46250-0401

7-807-14905-0013814-003-100-100-000-000



**FREEDOM MORTGAGE CORPORATION  
PRIVACY NOTICE**

<b>FACTS   WHAT DOES FREEDOM MORTGAGE DO WITH YOUR PERSONAL INFORMATION?</b>	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social security number and income</li> <li>• Account balance and payment history</li> <li>• Credit history and credit score</li> </ul>
<b>How?</b>	When you are no longer our customer, we will continue to share your information as described in this Privacy Notice. All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Freedom Mortgage chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Freedom Mortgage share?	Can you limit this sharing?
<b>For our everyday business purpose</b> Such as to process your loan application, service your loan, report to credit reporting agencies and respond to court orders and legal investigations	Yes	No
<b>For our marketing purposes</b> To offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliate's everyday business purposes</b> Information about your transactions and experiences	Yes	No
<b>For our affiliate's everyday business purposes</b> Information about your creditworthiness	Yes	Yes
<b>For our affiliate to market you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	Yes	Yes
<b>To limit our sharing</b> <ul style="list-style-type: none"> <li>• Call 1-855-690-5900</li> <li>• Visit us online at <a href="http://www.freedommortgage.com">www.freedommortgage.com</a></li> <li>• Detach, complete and mail in the Opt-Out Form on this Privacy Notice</li> </ul> <p><b>Please note:</b> If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this Privacy Notice. However, you can contact us at any time to limit our sharing.</p>		
<b>Questions?</b>	Call 1-855-690-5900 or email us at: <a href="mailto:customercare@freedommortgage.com">customercare@freedommortgage.com</a>	



**FREEDOM MORTGAGE CORPORATION  
PRIVACY NOTICE**

<b>What we do</b>	
<b>How does Freedom Mortgage protect my personal information?</b>	To protect your information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.freedommortgage.com">www.freedommortgage.com</a> .
<b>How does Freedom Mortgage collect my personal information?</b>	We collect your personal information when you apply for a loan, including information about your income, employment, current mortgage, if any, and your contact information, and you show us your government-issued ID. We also collect your personal information from others, such as credit bureaus, affiliates and other companies.
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes-information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. (See below for more on your rights under state law.)</p>
<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial or non-financial companies.
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial or non-financial companies. Nonaffiliates we share with can include insurance companies, direct marketing companies and nonprofit organizations.
<b>Joint Marketing</b>	A formal agreement between nonaffiliated companies that together market financial services to you. Our joint marketing partners include financial services companies.
<b>Other important information:</b>	

7-807-14905-0013814-003-100-100-000-000

**Nevada Residents** - Nevada Statute Section 228.600(3) allows marketing calls to our existing customers listed on the National Do Not Call Registry. If you prefer not to receive marketing calls from us, you may be placed on our Internal Do Not Call list by detaching, completing and mailing us the Opt-Out form on this Privacy Notice to Freedom Mortgage Corporation, P. O. Box 50428, Indianapolis, IN 46250-0401, Attn: Privacy Dept. For more information contact us at the address above or e-mail us at [customerservice@freedommortgage.com](mailto:customerservice@freedommortgage.com) and include "Nevada Annual Privacy Notice" in the subject line. You may also contact the Nevada Attorney General's office: Bureau of Consumer Protection Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101, Phone: (702) 486-3132, Email: [BCPINFO@ag.state.nv.us](mailto:BCPINFO@ag.state.nv.us)

**Vermont Residents** - We will not share information we collect about you with companies other than our corporate affiliate unless the law allows. We will not share information about your creditworthiness with our corporate affiliate except with your consent, but we may share information about our transactions or experiences with you with our corporate affiliate without your consent.

**California Residents** - We will not share information we collect about you with companies other than our corporate affiliate unless the law allows. California residents are provided a separate notice with additional choices as required by California law.

**Important Notice About Credit Reporting:** We report information about you to consumer reporting agencies. Late payments, missed payments or other defaults on your account may be reflected on your credit report.

#### Mail-In Form

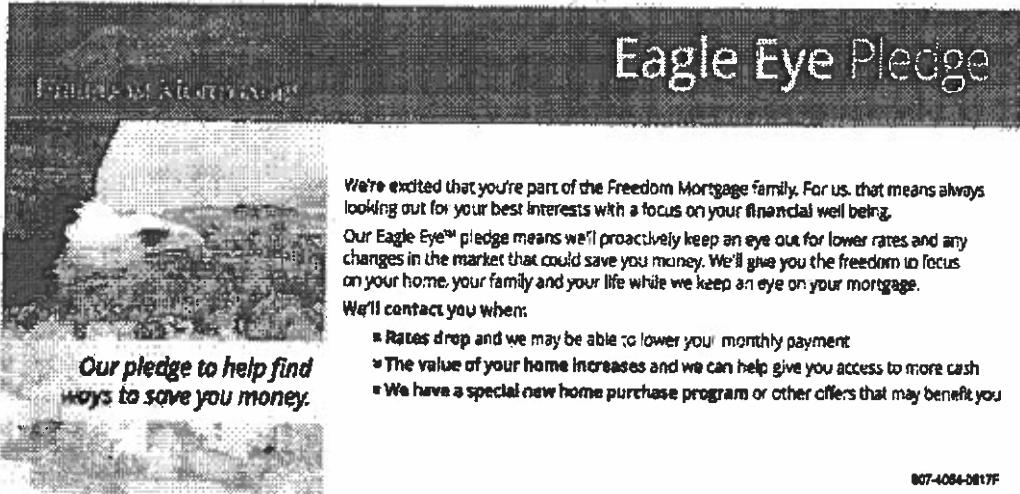
Mark any/all you want to limit:

- Do not share information about my creditworthiness with your affiliates for their everyday business purposes.
- Do not allow your affiliates to use my personal information to market to me.
- Do not share my personal information with nonaffiliates to market their goods and services to me.

What happens when I limit sharing for any account I hold jointly with someone else?

Your choice will apply individually unless you tell us otherwise. Any account holder may express a privacy preference on behalf of the other joint account holders.

Name	ROBIN S. GORETZKI GLENN A. GORETZKI	
Address	4117 BOOS RD	
City, State, Zip	HURON OH 44839-2053	
Account #		
<b>Mail To:</b> Freedom Mortgage Corporation P.O. Box 50428 Indianapolis, IN 46250-0401 Attn: Privacy Dept / Information Sharing Opt-Out		



Manage your mortgage payments the easy way!  
With our automatic payment option!

It takes just minutes to enroll!

Sign up online for our automatic, recurring payment option and enjoy a faster, easier and secure way to make your loan payments. It's simple: your loan payments are automatically deducted from your checking or savings account.

- Save the time and worry of mailing checks
- Choose from monthly, bi-weekly or semi-monthly payment modes
- Setting up your automatic payments is quick, easy, secure and FREE!

Set up your account at [freedommortgage.com](http://freedommortgage.com) to get started.

The automatic payment option is available for customers whose accounts have been set up in their account online. In most lending offices, options and restrictions may apply. Freedom Mortgage Corporation, Denver, NM 80274. For more information, visit [www.freedom.com](http://www.freedom.com). © 2007 Freedom Mortgage. All rights reserved.

807-1817  
607-4083-08178

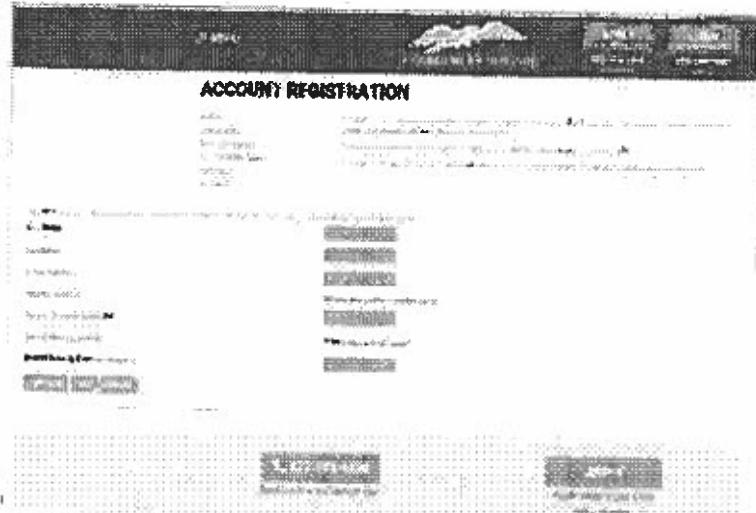
Instructions for Freedom Mortgage Online Registration

1. Please ensure that your computer's web browser is the most up-to-date version. If your web browser is out-of-date, you may visit one of the following websites for the most recent version of your browser. Simply follow the on-screen instructions to download and install the update.
  - o *Firefox Users:*  
<https://support.mozilla.org/en-US/kb/update-firefox-latest-version>
  - o *Internet Explorer Users:*  
<http://www.microsoft.com/en-us/download/internet-explorer.aspx>
  - o *Google Chrome Users:*  
<https://support.google.com/chrome/answer/95414?hl=en>
  - o *Safari Users:*  
<https://www.apple.com/support/mac-apps/safari>
2. Navigate your web browser to Freedom Mortgage's Loan Servicing website at:  
<https://www.freedommortgage.com>
3. Select the "*Login - My Freedom Account*" option in the right corner.
4. Click the "*Create your Account*" hyperlink under My Freedom Account Login.
5. Enter all required information, including your 10-digit Loan Number and your Social Security Number and click "*Continue*".

207-000-0001P



6. Please review all of the information presented and make any changes as needed. If no errors are found, click "Continue".



20210323-101028

7. An email containing a link to activate your account will be sent to the email address provided. Once you have received this email, please click the link to complete the registration process. The validation link will expire thirty (30) minutes from the time it is sent. Should it expire, please enter your User Id and password on the login page and you will be provided an option to request a new validation link.
8. You may now return to the login page. Simply enter your User ID and Password.
9. If you are still unable to register your online account, please contact Freedom Mortgage Customer Care at (855) 690-5900. Representatives are available to assist you Monday through Friday from 8am - 10pm and Saturday from 9am - 6pm Eastern Time.



November 4, 2020

**SECOND NOTICE OF ERROR**

Freedom Mortgage  
P.O. Box 50428  
Indianapolis, IN 46250-0401

Re: Borrowers: Robin S. and Glenna L. Goretzki  
Property Address: 4117 Boos Rd, Huron, Ohio 44839-2053  
Loan No: [REDACTED]

Sent by Certified Mail  
Return Receipt Requested

Dear Sir/Madam,

As you know from prior correspondence, this office represents Robin S. and Glenna L. Goretzki with respect to the above-referenced property address and loan number. Enclosed again for your easy reference for your records is a copy of the Authorization signed by our clients allowing you to communicate with this office.

I am also enclosing herewith the following:

- **NOTICE OF ERROR AND REQUEST FOR INFORMATION** dated October 25, 2020 ("the Original NOE")
- Your letter dated February 7, 2020, responding to the Original NOE ("the NOE Response")



[www.mcgooleylaw.com](http://www.mcgooleylaw.com)

225 Melgs Street - Sandusky, OH 44870  
Telephone: 419-502-7223  
Fax: 419-502-0044

Daniel L. McGookey  
[Dmcgook@mcgooleylaw.com](mailto:Dmcgook@mcgooleylaw.com)  
Cell: 419-271-5094

Tracy L. Lynn, Legal Assistant  
[tlynn@mcgooleylaw.com](mailto:tlynn@mcgooleylaw.com)  
Tel: 419-502-7223

PLAINTIFF'S  
EXHIBIT

20

- Goretzki timeline of loss mitigation correspondence, beginning with correspondence of February 3, 2020

On their face, these documents show a number of serious violations of the Mortgage Servicing Rules ("the Rules") promulgated by the Consumer Financial Protection Bureau, codified at 12 CFR §1024.35, *et seq.*, regarding those discrepancies.

First, and most importantly, these documents unequivocally demonstrate that *Freedom is responsible for driving the Goretzkis into foreclosure to begin with*. To make this determination, you need look no further than the fourth page of the Original NOE, wherein we explain that you created the default when you took over the servicing of the loan from SunWest in December, 2017.

At that time, the Goretzkis were current on their loan, having their payments automatically deducted from their checking account. When Mr. Goretzki learned that his payment was not deducted for that month, he called SunWest and was told that Freedom took over the servicing of his loan. *He offered to make a payment to keep current, with that offer being rejected, being told that he didn't need to do so, as he had a two month grace period due to the change in servicing.* In other words, he was told his next regular payment would be due February 1, 2018.

After that, you sent the Goretzkis a "Statement of Credit Denial" dated 12/29/17 (Original NOE, Ex. 2), a letter dated 1/2/18, stating that their loan was in arrears for more than 30 days and thus in "default" (Original NOE, Ex. 3). After this Mr. Goretzki called again and offered to make a payment, with the offer being rejected again, this time, for the reason that, Freedom *would accept no less than two full payments*.

This followed with that a Mortgage Statement dated 1/18/18 claiming the Goretzkis were in arrears on their December, 2017 payment, and their January 1, 2018 payment (Original NOE, Ex. 5). Importantly, that Statement included a \$25 charge for a "Property Inspection Fee" Clearly this was a default-related charge *imposed at a time when the Goretzkis were not even in default*.

It is absolutely clear that Freedom's above actions constitute a number of violations of the Rules. Those violations include the following:

- Failure to provide accurate information to the borrower (§1024.38(b)(1)(i))
- Failure to accept a timely payment (§1024.35(b)(1)
- Imposition of a fee or charge that the servicer lacks a reasonable basis to impose

Rather than correct these violations however, Freedom continued down a path of driving the Goretzkis into foreclosure by sending monthly statements demanding payment of the entire



[www.mcgooleylaw.com](http://www.mcgooleylaw.com)

225 Meigs Street - Sandusky, OH 44870

Telephone: 419-502-7223

Fax: 419-502-0044

Daniel L. McGookey  
[Dmcgooley@mcgooleylaw.com](mailto:Dmcgooley@mcgooleylaw.com)  
Cell: 419-271-5094

Tracy L. Lynn, Legal Assistant  
[tllynn@mcgooleylaw.com](mailto:tllynn@mcgooleylaw.com)  
Tel: 419-502-7223

arrearage and heaping on illegal late fees. Each one of these statements and collection letters represents a separate, actionable offense under federal law. Not being able to meet Freedom's unjustified demands for payment, Freedom chose to put the Goretzkis into foreclosure on April 22, 2019, by filing Case No. 2019 CV 0236, and taking judgment on Judgment on July 30, 2019. By doing so, Freedom violated §1024.35(b)(9) and 1024.38((1)(v).

Beyond being well-beyond the time allotted for a response, in your NOE Response, you expressly apologized for the "misunderstanding", but refused to correct any of the foregoing glaring violations. This, in and of itself, constituted yet another *error* under the Rules. See §1024.35(e)(A). You further exacerbated your commencement of foreclosure by not vacating the judgment and dismissing the case.

The attached timeline of events related to the Goretzkis loss mitigation applications, beginning on February 3, 2018 and continuing to the present, evidences a continuing pattern of violations of the Rules. The Rules set forth detailed Loss Mitigation provisions. 12 CFR §1024.41, *et. seq.* They specifically allow for enforcement by a borrower under 12 USC §2605(f). As a basic proposition, the Rules require a mortgage servicer to provide the homeowner with timely and accurate information with respect to his or her mortgage. In this regard, they state as follows:

1024.38(b) *Objectives*—(1) *Assessing and providing timely and accurate and timely information.* The policies and procedures required by paragraph (a) of this section shall be reasonably designed to ensure that the servicer can:

- (i) Provide accurate and timely disclosures to a borrower as required by this subpart and other applicable law;
- (ii) Investigate, respond to, and, as appropriate, make corrections in response to complaints asserted by a borrower;
- (iii) Provide a borrower with accurate and timely information and documents in response to the borrower's requests for information with respect to the borrower's mortgage loan;
- (iv) ...
- (v) Submit documents or filings required for a foreclosure process, including documents or filings required by a court of competent jurisdiction, that reflect accurate and current information and that comply with applicable law...
- (vi) ...



[www.mcgooleylaw.com](http://www.mcgooleylaw.com)

225 Meigs Street - Sandusky, OH 44870

Telephone: 419-502-7223

Fax: 419-502-0044

Daniel L. McGooley  
[Dmcgooley@mcgooleylaw.com](mailto:Dmcgooley@mcgooleylaw.com)  
Cell: 419-271-5094

Tracy L. Lynn, Legal Assistant  
[Tlynn@mcgooleylaw.com](mailto:Tlynn@mcgooleylaw.com)  
Tel: 419-502-7223

(2) *Property evaluating loss mitigation applications.* The policies and procedures required by required by paragraph (a) of this section shall be reasonably designed to ensure that a servicer can:

- (i) Provide accurate information regarding loss mitigation options available to a borrower from the owner or assignee of the borrower's mortgage loan;
- (ii) Identify with specificity all loss mitigation options for which borrowers may be eligible pursuant to any of the requirements established by an owner or assignee of the borrower's mortgage loan;
- (iii) Provide prompt access to all documents and information submitted by a borrower in connection with a loss mitigation option to servicer personnel that are assigned to assist the borrower pursuant to Sec. 1024.40.
- (iv)...
- (v) Properly evaluate a borrower who submits an application for all loss mitigation options for which the borrower may be eligible..."

In addition, §1024.41 sets forth the time requirements for servicers to act on loss mitigation applications. In essence, that Section requires, within five days of receipt of a loss mitigation application, the servicer must send the borrower an acknowledgement of its receipt, and inform him or her of whether the application is complete, or if it is not, detail the information needed to make it complete.

Once the application is complete, the servicer must inform the borrower within thirty days whether he or she qualifies for a loan modification. Importantly, §1024.41(f) & (g) strictly prohibits a servicer from filing, or moving for, foreclosure once a completed application is received. The summary demonstrates a repeated pattern on noncompliance with the Rules by not timely acknowledging the receipt of loss mitigation materials, by not recognizing applications were complete when all requested material was supplied, and by not indicating whether or not loss mitigation would be offered after receiving applications which you acknowledged to be complete.

As indicated above, you have five days to send an acknowledgement you have received this Notice of Error. In addition, you have thirty days to send a detailed response to each error, either denying that an error occurred and explaining in detail the reasons justifying your position, or acknowledging that the alleged error occurred, and explaining how you intend to correct it. A failure to comply with these provisions will constitute a separate and distinct error giving rise to further damages.



[www.mcgokeylaw.com](http://www.mcgokeylaw.com)

225 Meigs Street - Sandusky, OH 44870

Telephone: 419-502-7223

Fax: 419-502-0044

Daniel L. McGokey  
[Dmcgokey@mcgokeylaw.com](mailto:Dmcgokey@mcgokeylaw.com)  
Cell: 419-271-5094

Tracy L. Lynn, Legal Assistant  
[tlynn@mcgokeylaw.com](mailto:tlynn@mcgokeylaw.com)  
Tel: 419-502-7223

The law provides redress in the form of damages for these injuries under 12 USC §2605. Under the facts of this case, the damages the Goretzkis have suffered as a result of your illegal actions are massive. They include attorney fees, loss of credit standing, worry, anxiety and distress. Together, I would estimate the damages to be over \$100,000.

In addition, the Statute allows for statutory damages of \$2,000 for each violation in cases, such as here, where a pattern and practice of misconduct is demonstrated. Under these facts, that would mean there are well over \$100,000 of recoverable statutory damages in addition to compensatory damages.

As a starting point, and to stop the continuation of harm you have illegally caused the Goretzkis, I demand that you immediately *vacate the foreclosure judgment and dismiss the case*. If you fail to do so, we will immediately institute an action against you seeking all damages recoverable under the law. Should you first vacate the foreclosure judgment and dismiss the case, we can then engage in meaningful discussions resolving this matter in a way will keep the Goretzkis safely in their home.

I look forward to hearing from you in this regard.

Sincerely,

Daniel L. McGookey.

DLM/tll  
enclosures

cc: Robin & Glenna Goretzki  
John P. Gulyas, Veterans Benefit Administration, Department of Veteran Affairs



[www.mcgooleylaw.com](http://www.mcgooleylaw.com)

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Cell: 419-271-5094

Tracy L. Lynn, Legal Assistant  
[tlynn@mcgooleylaw.com](mailto:tlynn@mcgooleylaw.com)  
Tel: 419-502-7223



**FREEDOM MORTGAGE**  
P.O. Box 50485, Indianapolis, IN 46250-0401

**MCGOOKEY LAW OFFICES**  
225 MEIGS STREET  
SANDUSKY OH 44870

December 22, 2020

Re: Loan Number: [REDACTED]  
Customers Name: Robin and Glenna Goretzki

Dear Sir or Madam:

Thank you for contacting Customer Care at Freedom Mortgage Corporation. We received your inquiry regarding the delinquency status on the account referenced above via mail on November 10, 2020. We appreciate the opportunity to assist you and hope that you find the following information helpful.

The servicing of the mortgage was transferred from Sun West Mortgage Company, INC to Freedom Mortgage Corporation effective December 04, 2017. Enclosed is a copy of the servicing transfer letter for your review and records.

On December 27, 2017 a call was placed to the borrower and the borrower advised that the December 2017 payment was made to the previous servicer Sun West Mortgage. The borrower then advised that they would set up auto debit from Freedom Mortgage or their bank for the January 2018 due date.

On February 05, 2018 a call was placed to the borrower regarding the account. The agent advised the borrower that the account was past due for December 2017, January 2018 and February 2018 due dates. The borrower advised the agent that the previous servicer advised them they didn't have to make a payment for 60 days following the service transfer. The borrower then made a payment in the amount of \$1,185.29 and it was applied towards the December 01, 2017 due date. Enclosed is a copy of the payment history and default letters mailed to the borrower for your review and records.

On March 09, 2018 the borrower was approved for a repayment plan (RPP) effective April 01, 2018 through September 01, 2018. Enclosed is a copy of the RPP letter for your review and records. We attempted to contact the borrower on March 13, 2018, March 15, 2018 and March 20, 2018 to advise them of the approved RPP however they were unavailable, and we left voicemails to return our calls. On March 30, 2018 the borrower returned our call and advised they received the approved RPP letter and will sign it and return it. The borrower also advised they would callback to make the April 01, 2018 payment. On May 02, 2018 the RPP was denied and closed due to non-payment.

On January 17, 2018 a property inspection fee in the amount of \$25.00 was assessed to the loan. The inspections consist of an informal inspection conducted from the exterior of the property and are performed in order to ensure that the property is not vacant, and the property is being maintained in accordance with city codes. These procedures are done when the loan becomes thirty days delinquent, and the cost of this service is charged to the account in accordance with your signed loan agreement and can vary in amount.





FREEDOM MORTGAGE  
P.O. Box 50485, Indianapolis, IN 46250-0485

The borrower previously applied for Loss Mitigation assistance however was denied because the additional information needed to complete the evaluation for assistance was not received. Enclosed are the incomplete letters and denial letter for the lost mitigation assistance requested.

The loan was referred to foreclosure on April 08, 2019.

Pursuant to your request a Cease and Desist has been added to the account effective November 20, 2019.

Our Customer Care Representatives are here to help. Should you have any further questions, please contact our Customer Care Department directly at (855) 690-5900. Our representatives are available to assist you Monday through Friday from 8:00am – 10:00pm and Saturday from 9:00am – 6:00pm Eastern Time.

Sincerely,

Freedom Mortgage Corporation



12/22/20

ROBIN S. GORETZKI  
GLENNNA L. GORETZKI  
225 MEIGS STREET

SANDUSKY CB #6870

Collateral 4117 BOOS ROAD

Original Balance	221490.00	P&I Payment	983.63	Next Due Date	01/01/18
Current Balance	212233.05	Escrow Payment	201.66	Last Payment Date	02/05/18
Escrow Balance	-6127.81	Opt Ins Payment	0.00	Current Interest Rate	3.25000
Unapplied Balance	0.00	Buydown	0.00		
Fee Balance	-3699.49	Total Payment	1185.29		

History from 12/01/10 through 12/22/20 Beginning statement balance 212660.78 Ending statement balance 212233.05

Posting Date	Effective Date	Billed To Date	Description	Total Amount	Principal	Interest	Escrow	Insurance	Other
12/07/17	12/01/17	12/01/17	ESC ROW D	-892.45	0.00	0.00	-892.45	0.00	0.00
12/07/17	12/01/17	12/01/17	ESC ROW D	892.45	0.00	0.00	892.45	0.00	0.00
01/17/18	01/17/18	11/01/17	PER BILLING	0.00	0.00	0.00	0.00	0.00	25.00
01/26/18	01/26/18	11/01/17	ESCRW DISBURSEMENT	-120.91	0.00	0.00	-120.91	0.00	0.00
02/05/18	02/05/18	12/01/17	P&I PAYMENT	1185.29	107.73	579.90	201.66	0.00	0.00
02/19/18	02/19/18	12/01/17	PER BILLING	0.00	0.00	0.00	0.00	0.00	25.00
03/02/18	03/02/18	12/01/17	MIN ADJUSTMENT	0.00	0.00	0.00	0.00	0.00	0.00
03/02/18	03/02/18	12/01/17	PER BILLING	0.00	0.00	0.00	0.00	0.00	0.00
03/09/18	03/09/18	12/01/17	PER BILLING	0.00	0.00	0.00	0.00	0.00	25.00
03/11/18	03/11/18	12/01/17	PER BILLING	0.00	0.00	0.00	0.00	0.00	25.00
03/26/18	03/26/18	12/01/17	ESCRW DISBURSEMENT	-120.91	0.00	0.00	-120.91	0.00	0.00
07/17/18	07/17/18	12/01/17	PER BILLING	0.05	0.00	0.00	0.05	0.00	25.00
08/03/18	08/03/18	12/01/17	ESCRW DISBURSEMENT	-1640.59	0.00	0.00	-1640.59	0.00	0.00
08/14/18	08/14/18	12/01/17	PER BILLING	0.00	0.00	0.00	0.00	0.00	25.00
09/17/18	09/17/18	12/01/17	PER BILLING	0.00	0.00	0.00	0.00	0.00	25.00
10/05/18	10/05/18	12/01/17	PER BILLING	0.00	0.00	0.00	0.00	0.00	25.00
10/17/18	10/17/18	12/01/17	PER BILLING	0.00	0.00	0.00	0.00	0.00	25.00
12/02/18	12/02/18	12/01/17	PER U/LATE PAY	0.00	0.00	0.00	0.00	0.00	47.40

B= Buy down/Subsidy

T= Fee Payment

I= Late Charges

U= Unapplied



Return Mail Service Only  
PLEASE DO NOT SEND  
PAYMENTS TO THIS ADDRESS  
P.O. Box 619063  
Dallas, TX 75261-9063

# Welcome!

ROBIN S. GORETZKI  
GLENN L. GORETZKI  
4117 BOOS RD  
HURON OH 44839-2053

December 07, 2017

RE: Your Freedom Mortgage Loan # [REDACTED]

Dear ROBIN S. GORETZKI,

## Welcome to Freedom Mortgage!

The servicing of your mortgage loan from SUN WEST MORTGAGE COMPANY, INC. has transferred to us, effective 12/04/17. Your term, rate, and balance are unchanged from your original loan, but we'll be collecting your payments from now on.

Below are a few important details to get you started.

### Contact & Payment Information



Your mortgage information is available 24/7 at [freedommortgage.com](http://freedommortgage.com) after you complete a quick and easy registration process.

Your online account puts your loan information at your fingertips so you can make a payment, set up auto-pay, or update your contact information when it's convenient for you. An important part of your profile is your email address, which we'll use to keep you informed. Go to [freedommortgage.com](http://freedommortgage.com) for more details.



Starting 12/04/17, please make checks payable to Freedom Mortgage Corporation (include your loan number 0056873011) and send to:  
Freedom Mortgage Corporation  
PO Box 89486  
Cleveland, OH 44101-9486



If you have auto-pay with SUN WEST MORTGAGE COMPANY, INC., it will be discontinued. Setting up new auto-pay with Freedom Mortgage is easy and minimizes late or missed payments in the future.  
- Create your user account online at [freedommortgage.com](http://freedommortgage.com).



For additional questions, Customer Care professionals are available to help you at 855-690-5900, Monday through Friday from 8:00am to 10:00pm ET and Saturday from 9:00am to 6:00 pm ET.

Providing you with exceptional customer service is our number one goal. For over 25 years, we've established ourselves as a market leader and rank amongst the nation's top mortgage providers. We look forward to helping you now and in the future. We're glad you're here.

Sincerely,

Joel Davis  
Senior Vice President, Residential Servicing  
Freedom Mortgage Corporation

(Please see the reverse side for additional information regarding the transfer of your loan)


**FREEDOM MORTGAGE<sup>®</sup>**

### **Terms**

The transfer of the servicing of your mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan.

### **Your Prior Servicer**

Your prior servicer is SUN WEST MORTGAGE COMPANY, INC.. If you have any questions regarding this transfer of servicing, SUN WEST MORTGAGE COMPANY, INC.'s Customer Service department can be reached at 800-345-7884 or 18000 STUDEBAKER ROAD, SUITE 200, CERRITOS CA 90703.

### **Additional Information Concerning Your Payments**

The date that SUN WEST MORTGAGE COMPANY, INC. will stop accepting payments from you is 12/03/17. The date that Freedom Mortgage will start accepting payments from you is 12/04/17.

### **New Billing Statement**

If a payment is due before you receive your new Freedom Mortgage billing statement, please send your payment to Freedom at the address listed on the reverse page. Be sure to include your loan number 0056873011 on the check. The exact amount of your monthly payment is as follows:

Principal and Interest (P&I): \$983.63  
 Escrow: \$201.66  
 Total Monthly Payment: \$1,185.29

### **Payment Grace Period**

Under Federal law, during the 60-day period following the effective date of the transfer of the loan servicing 12/04/17, a loan payment received by SUN WEST MORTGAGE COMPANY, INC. on or before its due date may not be treated by Freedom Mortgage as late, and a late fee may not be imposed.

### **Payment Methods**

When you pay your bill by check, you authorize us to electronically process your payment. If your check is processed electronically, your checking account may be debited the same date we receive the check and it will not be returned with your checking account statement. If someone other than you or a bill paying service pays your bill, you must notify them of this policy.

SERVICE	DESCRIPTION	FEES
Pay by Phone (Representative)	This fee is charged to make a payment by phone with a representative.	Up to \$15.00
Pay by Phone (Automated)	This fee is charged to make a payment through an automated phone system.	Up to \$10.00
Pay by Web	This fee is charged to make a payment online.	No Charge
Payoff Statement	This fee is charged when requesting a payoff statement. Shows remaining principal balance, accrued interest, and the interest rate.	Up to \$30.00
NSF/Returned check	This fee is charged when the account holder's bank doesn't honor a check.	Up to \$40.00
Assumption Fee	This fee is charged to process an application for a new borrower to assume the loan obligation.	Up to \$900.00

**Freedom Mortgage®**

### **Additional Insurance**

The transfer of servicing rights may affect the terms, or the continued availability of, mortgage life, disability, accidental death or any other type of optional insurance in the following manner:

- These products and services will not be transferred to Freedom Mortgage. Contact your carrier to learn about your options to continue coverage directly through them.

### **Notice of Error or Request for Information**

To submit a written Notice of Error or Request for Information please include your full name, your loan number, and the error you believe to have occurred or the information you are requesting about your mortgage account. Within five (5) days (excluding legal public holidays, Saturdays and Sundays) of receiving your request, a written acknowledgment will be provided to you. Freedom Mortgage will respond no later than 30 days after receiving the initial written request.

Please send written notices of error/requests for information to:  
Freedom Mortgage Corporation  
PO Box 50428  
Indianapolis, IN 46250-0401

7-807-14905-0013818-003-100-100-000-000



## FREEDOM MORTGAGE CORPORATION PRIVACY NOTICE

<b>FACTS</b>	<b>WHAT DOES FREEDOM MORTGAGE DO WITH YOUR PERSONAL INFORMATION?</b>
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social security number and income</li> <li>• Account balance and payment history</li> <li>• Credit history and credit score</li> </ul>
<b>How?</b>	When you are no longer our customer, we will continue to share your information as described in this Privacy Notice. All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers personal information; the reasons Freedom Mortgage chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Freedom Mortgage share?	Can you limit this sharing?
<b>For our everyday business purpose</b> Such as to process your loan application, service your loan, report to credit reporting agencies and respond to court orders and legal investigations	Yes	No
<b>For our marketing purposes</b> To offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliate's everyday business purposes</b> Information about your transactions and experiences	Yes	No
<b>For our affiliate's everyday business purposes</b> Information about your creditworthiness	Yes	Yes
<b>For our affiliate to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	Yes	Yes
<b>To limit our sharing</b> <ul style="list-style-type: none"> <li>• Call 1-855-690-5900</li> <li>• Visit us online at <a href="http://www.freedommortgage.com">www.freedommortgage.com</a></li> <li>• Detach, complete and mail in the Opt-Out Form on this Privacy Notice</li> </ul> <p><b>Please note:</b> If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this Privacy Notice. However, you can contact us at any time to limit our sharing.</p>		
<b>Questions?</b>	Call 1-855-690-5900 or email us at: <a href="mailto:customercare@freedommortgage.com">customercare@freedommortgage.com</a>	



## FREEDOM MORTGAGE CORPORATION PRIVACY NOTICE

<b>What we do</b>	
<b>How does Freedom Mortgage protect my personal information?</b>	To protect your information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.freedommortgage.com">www.freedommortgage.com</a> .
<b>How does Freedom Mortgage collect my personal information?</b>	We collect your personal information when you apply for a loan, including information about your income, employment, current mortgage, if any, and your contact information, and you show us your government-issued ID. We also collect your personal information from others, such as credit bureaus, affiliates and other companies.
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes-information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. (See below for more on your rights under state law.)</p>
<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial or non-financial companies.
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial or non-financial companies. Nonaffiliates we share with can include insurance companies, direct marketing companies and nonprofit organizations.
<b>Joint Marketing</b>	A formal agreement between nonaffiliated companies that together market financial services to you. Our joint marketing partners include financial services companies.
<b>Other important information:</b>	

7-607-14905-0013814-003-100-100-000-000

**Nevada Residents** - Nevada Statute Section 228.600(3) allows marketing calls to our existing customers listed on the National Do Not Call Registry. If you prefer not to receive marketing calls from us, you may be placed on our internal Do Not Call list by detaching, completing and mailing us the Opt-Out form on this Privacy Notice to Freedom Mortgage Corporation, P. O. Box 50428, Indianapolis, IN 46250-0401, Attn: Privacy Dept. For more information contact us at the address above or e-mail us at [customercare@freedommortgage.com](mailto:customercare@freedommortgage.com) and include "Nevada Annual Privacy Notice" in the subject line. You may also contact the Nevada Attorney General's office: Bureau of Consumer Protection Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101, Phone: (702) 486-3132, Email: [BCPINFO@ag.state.nv.us](mailto:BCPINFO@ag.state.nv.us)

**Vermont Residents** - We will not share information we collect about you with companies other than our corporate affiliate unless the law allows. We will not share information about your creditworthiness with our corporate affiliate except with your consent, but we may share information about our transactions or experiences with you with our corporate affiliate without your consent.

**California Residents** - We will not share information we collect about you with companies other than our corporate affiliate unless the law allows. California residents are provided a separate notice with additional choices as required by California law.

**Important Notice About Credit Reporting:** We report information about you to consumer reporting agencies. Late payments, missed payments or other defaults on your account may be reflected on your credit report.

#### Mail-in Form

Mark any/all you want to limit:

- Do not share information about my creditworthiness with your affiliates for their everyday business purposes.
- Do not allow your affiliates to use my personal information to market to me.
- Do not share my personal information with nonaffiliates to market their goods and services to me.

**What happens when I limit sharing for any account I hold jointly with someone else?**

Your choice will apply individually unless you tell us otherwise. Any account holder may express a privacy preference on behalf of the other joint account holders.

Name	ROBIN S. GORETZKI GLENN L. GORETZKI
Address	4117 BOOS RD
City, State, Zip	HURON OH 44839-2053
Account #	[REDACTED]

**Mail To:**  
 Freedom Mortgage Corporation  
 P.O. Box 50428  
 Indianapolis, IN 46250-0401  
 Attn: Privacy Dept / Information Sharing Opt-Out

**EAGLE MORTGAGE**

**Eagle Eye Pledge**

**Our pledge to help find ways to save you money.**

We're excited that you're part of the Freedom Mortgage family. For us, that means always looking out for your best interests with a focus on your financial well-being.

Our Eagle Eye™ pledge means we'll proactively keep an eye out for lower rates and any changes in the market that could save you money. We'll give you the freedom to focus on your home, your family and your life while we keep an eye on your mortgage.

We'll contact you when:

- » Rates drop and we may be able to lower your monthly payment
- » The value of your home increases and we can help give you access to more cash
- » We have a special new home purchase program or other offers that may benefit you

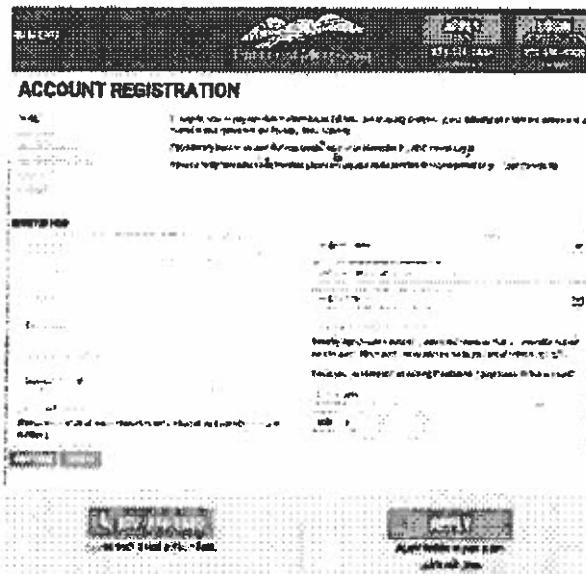
807-4084-0917F



Instructions for Freedom Mortgage Online Registration

1. Please ensure that your computer's web browser is the most up-to-date version. If your web browser is out-of-date, you may visit one of the following websites for the most recent version of your browser. Simply follow the on-screen instructions to download and install the update.
  - o *Firefox Users:*  
<https://support.mozilla.org/en-US/kb/update-firefox-latest-version>
  - o *Internet Explorer Users:*  
<http://www.microsoft.com/en-us/download/internet-explorer.aspx>
  - o *Google Chrome Users:*  
<https://support.google.com/chrome/answer/95414?hl=en>
  - o *Safari Users:*  
<https://www.apple.com/support/mac-apps/safari>
2. Navigate your web browser to Freedom Mortgage's Loan Servicing website at:  
<https://www.freedommortgage.com>
3. Select the "Login - My Freedom Account" option in the right corner.
4. Click the "Create your Account" hyperlink under My Freedom Account Login.
5. Enter all required information, including your 10-digit Loan Number and your Social Security Number and click "Continue".

607-4030-1035



The screenshot shows a web browser displaying the 'ACCOUNT REGISTRATION' page. At the top, there is a navigation bar with links for 'Log In', 'Forgot Password?', 'Forgot User ID?', and 'Help'. Below the navigation bar, there is a section titled 'Welcome to Freedom Mortgage!'. This section contains a brief introduction about the account registration process and links to 'Create Your Account' and 'Get Started'. The main form area is titled 'ACCOUNT REGISTRATION' and contains several input fields: 'First Name', 'Last Name', 'Middle Name', 'Address', 'City', 'State', 'Zip', 'Phone Number', 'Email Address', and 'Social Security Number'. Each field has a placeholder text and a required indicator (red asterisk). Below the form, there is a 'CONTINUE' button and a 'Cancel' link. At the bottom of the page, there is a footer with links to 'About Us', 'Contact Us', 'Privacy Policy', 'Terms & Conditions', and 'Help'.

6. Please review all of the information presented and make any changes as needed. If no errors are found, click "Continue".



107-4924-10158

7. An email containing a link to activate your account will be sent to the email address provided. Once you have received this email, please click the link to complete the registration process. The validation link will expire thirty (30) minutes from the time it is sent. Should it expire, please enter your User ID and password on the login page and you will be provided an option to request a new validation link.
8. You may now return to the login page. Simply enter your User ID and Password.
9. If you are still unable to register your online account, please contact Freedom Mortgage Customer Care at (855) 690-5900. Representatives are available to assist you Monday through Friday from 8am – 10pm and Saturday from 9am – 6pm Eastern Time.



**FREEDOM MORTGAGE**  
P.O. Box 59485, Indianapolis, IN 46250-0485

12/22/20

Account Number

ROBIN S. GORETZKI  
GLENNIA L. GORETZKI

**2- Board w/S. baldw.**

[View Details](#)

#### *In Late Childhood*

• 100 •

**FREEDOM MORTGAGE**  
PO Box 50005, Indianapolis, IN 46250-0005

12/22/20

Account Number [REDACTED]

ROBIN S. GORETZKI  
GLENNNA L. GORETZKI

Posting Date	Effective Date	Paid To Date	Description	Total Amount	Principal	Interest	Service	Insurance	Other
04/19/19	04/19/19	12/01/17	FEES BILLED	0.00	0.00	0.00	0.00	0.00	25.00
04/27/19	04/27/19	12/01/17	FEES BILLED	0.00	0.00	0.00	0.00	0.00	564.00
04/17/19	04/19/19	12/01/17	FEES BILLED	0.00	0.00	0.00	0.00	0.00	475.00
04/28/19	04/29/19	12/01/17	FEES BILLED	0.00	0.00	0.00	0.00	0.00	734.35
05/11/19	05/16/19	12/01/17	ENCOLATE CHARGE	0.00	0.00	0.00	0.00	0.00	450.00
05/11/19	05/16/19	12/01/17	LATE CHG ASSESSED	0.00	0.00	0.00	0.00	0.00	39.34
05/10/19	05/20/19	12/01/17	FEES BILLED	0.00	0.00	0.00	0.00	0.00	39.34
05/22/19	05/25/19	12/01/17	FEES BILLED	0.00	0.00	0.00	0.00	0.00	25.00
05/28/19	05/28/19	12/01/17	FEES BILLED	0.00	0.00	0.00	0.00	0.00	150.00
06/13/19	06/13/19	12/01/17	ESCROW DISBURSEMENT	-669.93	0.00	0.00	0.00	0.00	552.56
06/17/19	06/17/19	12/01/17	ENCOLATE CHARGE	0.00	0.00	0.00	0.00	0.00	0.00
06/17/19	06/17/19	12/01/17	LATE CHG ASSESSED	0.00	0.00	0.00	0.00	0.00	39.34
06/18/19	06/19/19	12/01/17	FEES BILLED	0.00	0.00	0.00	0.00	0.00	39.34
07/18/19	07/16/19	12/01/17	ENCOLATE CHARGE	0.00	0.00	0.00	0.00	0.00	25.00
07/16/19	07/16/19	12/01/17	LATE CHG ASSESSED	0.00	0.00	0.00	0.00	0.00	39.34
07/18/19	07/18/19	12/01/17	FEES BILLED	0.00	0.00	0.00	0.00	0.00	25.00
08/06/19	08/06/19	12/01/17	ESCROW DISBURSEMENT	-1037.00	0.00	0.00	-1034.92	0.00	0.00
08/06/19	08/06/19	12/01/17	FEES BILLED	0.00	0.00	0.00	0.00	0.00	23.00
08/16/19	08/06/19	12/01/17	FEES BILLED	0.00	0.00	0.00	0.00	0.00	23.00
08/16/19	08/16/19	12/01/17	FEES BILLED	0.00	0.00	0.00	0.00	0.00	23.00
08/16/19	08/16/19	12/01/17	ENCOLATE CHARGE	0.00	0.00	0.00	0.00	0.00	25.00
08/16/19	08/30/19	12/01/17	LATE CHG ASSESSED	0.00	0.00	0.00	0.00	0.00	25.00
08/28/19	08/28/19	12/01/17	FEES BILLED	0.00	0.00	0.00	0.00	0.00	39.34
09/13/19	09/13/19	12/01/17	FEES BILLED	0.00	0.00	0.00	0.00	0.00	0.00
09/16/19	09/16/19	12/01/17	ENCOLATE CHARGE	0.00	0.00	0.00	0.00	0.00	25.00
09/16/19	09/16/19	12/01/17	LATE CHG ASSESSED	0.00	0.00	0.00	0.00	0.00	39.34
10/11/19	10/11/19	12/01/17	FEES BILLED	0.00	0.00	0.00	0.00	0.00	39.34
10/11/19	10/11/19	12/01/17	FEES BILLED	0.00	0.00	0.00	0.00	0.00	39.34
10/11/19	10/11/19	12/01/17	ENCOLATE CHARGE	0.00	0.00	0.00	0.00	0.00	25.00
10/11/19	10/11/19	12/01/17	LATE CHG ASSESSED	0.00	0.00	0.00	0.00	0.00	39.34
11/13/19	11/13/19	12/01/17	FEES BILLED	0.00	0.00	0.00	0.00	0.00	39.34
11/13/19	11/13/19	12/01/17	FEES BILLED	0.00	0.00	0.00	0.00	0.00	39.34
11/13/19	11/13/19	12/01/17	ENCOLATE CHARGE	0.00	0.00	0.00	0.00	0.00	25.00
11/13/19	11/13/19	12/01/17	LATE CHG ASSESSED	0.00	0.00	0.00	0.00	0.00	39.34
11/18/19	11/18/19	12/01/17	FEES BILLED	0.00	0.00	0.00	0.00	0.00	25.00
12/16/19	12/16/19	12/01/17	FEES BILLED	0.00	0.00	0.00	0.00	0.00	25.00

B= Buydown/Subsidy

F= Fee Payment

L= Late Charges

N= Interest Paid



REPRESENTATION OF PRINTED DOCUMENT

Return Mail Service Only  
PLEASE DO NOT SEND PAYMENTS TO THIS ADDRESS  
P.O. Box 619083  
Dallas, TX 75261-9083

800-16747-0602418-891-81-182-552-800-600

ROBIN S. GORETZKI  
4117 BOOS RD  
HURON OH 44839-2053

February 27, 2018

Re: Loan Number [REDACTED]

Dear Borrower(s),

We have not received your mortgage payments for the months of January 1, 2018 through February 1, 2018. This means your account is now in default. This is a demand for payment of the total amount due as of February 27, 2018.

Payments	\$2,370.58
Late charges	\$0.00
Fees and costs to date	\$50.00
Optional Insurance	\$0.00
Less Suspense	\$0.00
<hr/>	
Total Amount Due	\$2,420.58

To avoid foreclosure, you must pay this amount no later than April 1, 2018, which is 33 days from the date of this notice. You must also pay for all additional payments and fees that accumulate during this period. Unless we receive full payment of all past-due amounts within 33 days from the date of this notice, we will require immediate payment of your entire loan balance and we may begin foreclosure proceedings. This could result in the loss of your home. You may have the right to bring a court action to challenge the default, or assert other defenses to immediate payment and sale that may be available in your mortgage documents or under state law.

If your payment is not accepted for any reason or your payment is for less than the total amount due, which we may accept without waiving any of our rights, this matter will not be resolved.

REPRESENTATION OF PRINTED DOCUMENT

Once your account is in foreclosure, you have the right to reinstate the account before the foreclosure sale of your home if:

- 1) you pay the total amount due plus any fees, costs, and other amounts that accumulate through the reinstatement date; and
- 2) Payments must be made in certified funds or cashier's check. If funds tendered are not honored for any reason, the default will not be cured. Our acceptance of any funds less than the total amount due shall not constitute a waiver of our rights and/or remedies under the loan documents or applicable law.
- 3) you take any other action reasonably required by us to assure the security of the property. Your obligations under the loan documents will still apply during this time.

Please be aware that your credit rating may be negatively affected if you do not resolve this matter. We may visit your property from time to time to determine its condition and occupancy status. You will be responsible for the costs of these inspections.

HUD-approved counseling is available on FHA guaranteed loans by calling 1-800-569-4287. If you would like to discuss this letter and foreclosure prevention options, we encourage you to contact our Customer Care Department immediately at (855) 690-5900 Monday through Friday, from 8:00am – 10:00pm, and Saturday, from 9:00am – 6:00pm Eastern Time. WE ARE VERY INTERESTED IN ASSISTING YOU.

Sincerely,

Customer Care Department  
Freedom Mortgage Corporation



REPRESENTATION OF PRINTED DOCUMENT

Return Mail Service Only  
PLEASE DO NOT SEND PAYMENTS TO THIS ADDRESS  
**FREEDOM MORTGAGE<sup>®</sup>**  
P.O. Box 619063  
Dallas, TX 75261-9063

6-807-18747-0200419-001-61-100-000-409-059

GLENNNA L. GORETZKI  
4117 BOOS RD  
HURON OH 44839-2053

February 27, 2018

Re:     Loan Number [REDACTED]

Dear Borrower(s),

We have not received your mortgage payments for the months of January 1, 2018 through February 1, 2018. This means your account is now in default. This is a demand for payment of the total amount due as of February 27, 2018.

Payments	\$2,370.58
Late charges	\$0.00
Fees and costs to date	\$50.00
Optional Insurance	\$0.00
Less Suspense	\$0.00
<hr/>	
Total Amount Due	\$2,420.58

To avoid foreclosure, you must pay this amount no later than April 1, 2018, which is 33 days from the date of this notice. You must also pay for all additional payments and fees that accumulate during this period. Unless we receive full payment of all past-due amounts within 33 days from the date of this notice, we will require immediate payment of your entire loan balance and we may begin foreclosure proceedings. This could result in the loss of your home. You may have the right to bring a court action to challenge the default, or assert other defenses to immediate payment and sale that may be available in your mortgage documents or under state law.

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Sincerely,

Customer Care Department  
Freedom Mortgage Corporation



REPRESENTATION OF PRINTED DOCUMENT

Return Mail Service Only  
PLEASE DO NOT SEND PAYMENTS TO THIS ADDRESS  
P.O. Box 819063  
Dallas, TX 75281-9063

8-607-18879-0002818-801-01-169-560-000-000

ROBIN S. GORETZKI  
4117 BOOS RD  
HURON OH 44839-2053

January 29, 2018

Re: Loan Number [REDACTED]

Dear Borrower(s),

We have not received your mortgage payments for the months of December 1, 2017 through January 1, 2018. This means your account is now in default. This is a demand for payment of the total amount due as of January 29, 2018.

Payments	\$2,370.58
Late charges	\$0.00
Fees and costs to date	\$25.00
Optional Insurance	\$0.00
Less Suspense	\$0.00
<hr/>	
Total Amount Due	\$2,395.58

To avoid foreclosure, you must pay this amount no later than March 3, 2018, which is 33 days from the date of this notice. You must also pay for all additional payments and fees that accumulate during this period. Unless we receive full payment of all past-due amounts within 33 days from the date of this notice, we will require immediate payment of your entire loan balance and we may begin foreclosure proceedings. This could result in the loss of your home. You may have the right to bring a court action to challenge the default, or assert other defenses to immediate payment and sale that may be available in your mortgage documents or under state law.

If your payment is not accepted for any reason or your payment is for less than the total amount due, which we may accept without waiving any of our rights, this matter will not be resolved.

REPRESENTATION OF PRINTED DOCUMENT

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- 1) you pay the total amount due plus any fees, costs, and other amounts that accumulate through the reinstatement date; and
- 2) Payments must be made in certified funds or cashier's check. If funds tendered are not honored for any reason, the default will not be cured. Our acceptance of any funds less than the total amount due shall not constitute a waiver of our rights and/or remedies under the loan documents or applicable law.
- 3) you take any other action reasonably required by us to assure the security of the property. Your obligations under the loan documents will still apply during this time.

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Sincerely,

Customer Care Department  
Freedom Mortgage Corporation



REPRESENTATION OF PRINTED DOCUMENT

Return Mail Service Only  
PLEASE DO NOT SEND PAYMENTS TO THIS ADDRESS  
P.O. Box 618083  
Dallas, TX 75261-8083

1-877-18775-0002517-601-01-100-000-000-000

GLENNAL GORETZKI  
4117 BOOS RD  
HURON OH 44839-2053

January 29, 2018

Re: Loan Number [REDACTED]

Dear Borrower(s),

We have not received your mortgage payments for the months of December 1, 2017 through January 1, 2018. This means your account is now in default. This is a demand for payment of the total amount due as of January 29, 2018.

Payments	\$2,370.58
Late charges	\$0.00
Fees and costs to date	\$25.00
Optional Insurance	\$0.00
Less Suspense	\$0.00
Total Amount Due	\$2,395.58

To avoid foreclosure, you must pay this amount no later than March 3, 2018, which is 33 days from the date of this notice. You must also pay for all additional payments and fees that accumulate during this period. Unless we receive full payment of all past-due amounts within 33 days from the date of this notice, we will require immediate payment of your entire loan balance and we may begin foreclosure proceedings. This could result in the loss of your home. You may have the right to bring a court action to challenge the default, or assert other defenses to immediate payment and sale that may be available in your mortgage documents or under state law.

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Sincerely,

Customer Care Department  
Freedom Mortgage Corporation



REPRESENTATION OF PRINTED DOCUMENT  
Return Mail Service Only  
PLEASE DO NOT SEND PAYMENTS TO THIS ADDRESS  
P.O. Box 619083  
Dallas, TX 75261-9083

5-807-18007-0000013-001-01-000-000-000

ROBIN S. GORETZKI  
GLENN L. GORETZKI  
4117 BOOS RD  
HURON OH 44839-2053

March 9, 2018

Re: Loan Number [REDACTED]

Dear Borrower(s),

Please see the repayment plan schedule below that you agreed to with Freedom Mortgage in order to bring the above-referenced loan current. Starting on 04/01/18, you will begin making monthly payments until all scheduled payments are paid, at which point your loan will be current. If at any point during the term of the repayment plan a scheduled payment is not received within 15 days of the due date, the plan will be automatically canceled and other collection actions will be taken, which may include foreclosure proceedings.

04/01/18	\$1,841.58
05/01/18	\$1,841.58
06/01/18	\$1,841.58
07/01/18	\$1,841.58
08/01/18	\$1,841.58
09/01/18	\$1,794.17

Please be aware that this offer will become void if you do not return a signed and dated copy of this approval within fourteen (14) days of the date of this letter and a scheduled foreclosure sale is set prior to your first payment due date of 04/01/18. Any Foreclosure action will be final and supersede the terms outlined in this agreement.

Please fax your completed agreement to (866) 505-0949, email to [lossmitigation@freedommortgage.com](mailto:lossmitigation@freedommortgage.com), or mail to:

Overnight:  
Freedom Mortgage Corporation  
10500 Kincald Drive, Suite 111  
Fishers, IN 46037-9764

Regular Mail:  
Freedom Mortgage Corporation  
P.O. Box 50428  
Indianapolis, IN 46250-0401

REPRESENTATION OF PRINTED DOCUMENT

We encourage you to contact us directly to speak with a knowledgeable Customer Care representative if you have any questions. You may access your loan information at your convenience, 24 hours a day, 7 days a week! Simply log on to our website at [www.freedommortgage.com](http://www.freedommortgage.com) or call our automated phone system at (855) 690-5900. Customer Care representatives are available to assist you Monday through Friday from 8:00am - 10:00pm and Saturday from 9:00am - 6:00pm Eastern Time.

Sincerely,

Customer Care Department  
Freedom Mortgage Corporation

[Redacted]  
I \_\_\_\_\_ (Print Name of Borrower), accept and agree to the terms of  
this document.

Signature \_\_\_\_\_ Date \_\_\_\_\_ (Borrower)

[Redacted]  
I \_\_\_\_\_ (Print Name of Co-borrower), accept and agree to the terms  
of this document.

Signature \_\_\_\_\_ Date \_\_\_\_\_ (Co-borrower)



**FREEDOM MORTGAGE®**  
PO Box 30483, Indianapolis, IN 46250-0483

**ROBIN S. GORETZKI  
GLENNIA L. GORETZKI  
225 MEIGS STREET  
SANDUSKY OH 44870**

February 7, 2020

Re: Loan Number [REDACTED]

Dear Borrower (s),

We understand that borrowers sometimes face challenges when it comes to making their mortgage payments. Your request for Loss Mitigation Hardship Assistance has been received; however, your application is incomplete.

We need additional information from you to evaluate your request. In order to complete your application, please complete and return the following documents by March 9, 2020.

**2 months proof of deposits Disability/Social Security/Rental Income  
2 months most recent Bank Statements (all Pages & all Accounts)  
Most Recent Signed Federal Income Tax Return(all Pages & Schedules)  
Properly executed IRS Form: 4506-T  
Fully executed Rental/Lease Agreement**

➤ You should complete your application by submitting the missing or incomplete document(s) noted above by March 9, 2020. Please return the completed documents to us by fax at (866) 505-0949, email at [lossmitigation@freedommortgage.com](mailto:lossmitigation@freedommortgage.com), or mail at:

**Overnight:  
Freedom Mortgage  
10500 Kinsel Drive, Suite 111  
Fishers, IN 46037-9764**

**Regular Mail:  
Freedom Mortgage  
P.O. Box 30428  
Indianapolis, IN 46250-0401**

It is important for you to know that we will attempt to contact you by phone to follow up on this documentation request and answer any questions you may have. Our knowledgeable representatives will be able to assist you with understanding any requirements necessary for your loan to be reviewed for Loss Mitigation options.

Please note, until a complete loss mitigation application is received with respect to your loss mitigation assistance request, you may still receive default notices, and you are required to make your monthly payments during the review process. Also, keep in mind that the foreclosure process may commence or continue until a complete loss mitigation application is received.



If your foreclosure sale date is within 37 days and you have applied for loss mitigation previously, we may not have the appropriate time to review for loss mitigation options and the foreclosure process (if applicable) will continue.

In addition, if you do not return all the required documents by **March 9, 2020** we may not be able to evaluate your loan for a foreclosure prevention alternative and foreclosure proceedings may continue.

If you currently maintain a second or subsequent lien on your mortgage such as a home equity line of credit (HELOC), home equity loan, or other subordinate loan type, we recommend you contact the bank or servicer of that subordinate loan for additional loss mitigation options.

To submit a RESPA Qualified Written Request ("QWR"), assert an error or request information about the servicing of your loan, you must use the designated address below:

Freedom Mortgage Corporation  
PO Box 50428  
Indianapolis, IN 46250-0401

You may access your loan information at your convenience, 24 hours a day, 7 days a week! Simply log on to our website at [www.freedommortgage.com](http://www.freedommortgage.com) or call our automated phone system at (855)-690-5900. Customer Care representatives are available to assist you Monday through Friday from 8:00am – 10:00pm and Saturday from 9:00am – 6:00pm Eastern Time.

Sincerely,

Customer Care Department  
Freedom Mortgage Corporation



ROBIN S. GORETZKI  
GLENN L. GORETZKI  
225 MEIGS STREET  
SANDUSKY OH 44870

May 20, 2020

Re: Loan Number [REDACTED]

Dear Borrower (s),

We understand that borrowers sometimes face challenges when it comes to making their mortgage payments. Your request for Loss Mitigation Hardship Assistance has been received; however, your application is incomplete.

We need additional information from you to evaluate your request. In order to complete your application, please complete and return the following documents by June 19, 2020.

Year to Date Profit & Loss Statement (Signed & Dated)  
2 months most recent Bank Statements (all Pages & all Accounts)  
2 months Proof of Deposit (Boarder, Fixed and/or Rental Income)

> You should complete your application by submitting the missing or incomplete document(s) noted above by June 19, 2020. Please return the completed documents to us by fax at (866) 505-0949, email at [lossmitigation@freedommortgage.com](mailto:lossmitigation@freedommortgage.com), or mail at:

Overnight:  
Freedom Mortgage  
10500 Kincaid Drive, Suite 111  
Fishers, IN 46037-9764

Regular Mail:  
Freedom Mortgage  
P.O. Box 50428  
Indianapolis, IN 46250-0401

It is important for you to know that we will attempt to contact you by phone to follow up on this documentation request and answer any questions you may have. Our knowledgeable representatives will be able to assist you with understanding any requirements necessary for your loan to be reviewed for Loss Mitigation options.

Please note, until a complete loss mitigation application is received with respect to your loss mitigation assistance request, you may still receive default notices, and you are required to make your monthly payments during the review process. Also, keep in mind that the foreclosure process may commence or continue until a complete loss mitigation application is received.

If your foreclosure sale date is within 37 days and you have applied for loss mitigation previously, we may not have the appropriate time to review for loss mitigation options and the foreclosure process (if applicable) will continue.



In addition, if you do not return all the required documents by June 19, 2020 we may not be able to evaluate your loan for a foreclosure prevention alternative and foreclosure proceedings may continue.

If you currently maintain a second or subsequent lien on your mortgage such as a home equity line of credit (HELOC), home equity loan, or other subordinate loan type, we recommend you contact the bank or servicer of that subordinate loan for additional loss mitigation options.

To submit a RESPA Qualified Written Request ("QWR"), assert an error or request information about the servicing of your loan, you must use the designated address below:

Freedom Mortgage Corporation  
PO Box 50428  
Indianapolis, IN 46250-0401

You may access your loan information at your convenience, 24 hours a day, 7 days a week! Simply log on to our website at [www.freedommortgage.com](http://www.freedommortgage.com) or call our automated phone system at (855)-690-5900. Customer Care representatives are available to assist you Monday through Friday from 8:00am – 10:00pm and Saturday from 9:00am – 6:00pm Eastern Time.

Sincerely,

Customer Care Department  
Freedom Mortgage Corporation

**IMPORTANT NOTICE: TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED IN BANKRUPTCY, IS SUBJECT TO THE AUTOMATIC STAY OR IS PROVIDED FOR IN A CONFIRMED PLAN, THIS COMMUNICATION IS FOR REGULATORY COMPLIANCE AND/OR INFORMATIONAL PURPOSES ONLY, AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO IMPOSE PERSONAL LIABILITY FOR SUCH OBLIGATION.**



FREEDOM MORTGAGE<sup>®</sup>  
PO Box 50485, Indianapolis, IN 46250-0485

ROBIN S. GORETZKI  
GLENN A. GORETZKI  
225 MEIGS STREET  
SANDUSKY OH 44870

May 20, 2020

Re: Loan Number [REDACTED]

Dear Borrower (s),

We understand that borrowers sometimes face challenges when it comes to making their mortgage payments. Your request for Loss Mitigation Hardship Assistance has been received; however, your application is incomplete.

We need additional information from you to evaluate your request. In order to complete your application, please complete and return the following documents by June 19, 2020.

Fully executed Rental/Lease Agreement

Properly executed IRS Form 4506-T or 4506-EZ

- You should complete your application by submitting the missing or incomplete document(s) noted above by June 19, 2020. Please return the completed documents to us by fax at (866) 505-0949, email at [lossmitigation@freedommortgage.com](mailto:lossmitigation@freedommortgage.com), or mail at:

Overnight:  
Freedom Mortgage  
10500 Kincaid Drive, Suite 111  
Fishers, IN 46037-9764

Regular Mail:  
Freedom Mortgage  
P.O. Box 50428  
Indianapolis, IN 46250-0401

It is important for you to know that we will attempt to contact you by phone to follow up on this documentation request and answer any questions you may have. Our knowledgeable representatives will be able to assist you with understanding any requirements necessary for your loan to be reviewed for Loss Mitigation options.

Please note, until a complete loss mitigation application is received with respect to your loss mitigation assistance request, you may still receive default notices, and you are required to make your monthly payments during the review process. Also, keep in mind that the foreclosure process may commence or continue until a complete loss mitigation application is received.

If your foreclosure sale date is within 37 days and you have applied for loss mitigation previously, we may not have the appropriate time to review for loss mitigation options and the foreclosure process (if applicable) will continue.



In addition, if you do not return all the required documents by June 19, 2020 we may not be able to evaluate your loan for a foreclosure prevention alternative and foreclosure proceedings may continue.

If you currently maintain a second or subsequent lien on your mortgage such as a home equity line of credit (HELOC), home equity loan, or other subordinate loan type, we recommend you contact the bank or servicer of that subordinate loan for additional loss mitigation options.

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Freedom Mortgage Corporation  
PO Box 50428  
Indianapolis, IN 46250-0401

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Customer Care Department  
Freedom Mortgage Corporation

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ROBIN S. GORETZKI  
GLENN A L. GORETZKI  
225 MEIGS STREET  
SANDUSKY OH 44870

August 17, 2020

Re: Loan Number [REDACTED]

Dear Borrower (s),

We understand that borrowers sometimes face challenges when it comes to making their mortgage payments. Your request for Loss Mitigation Hardship Assistance has been received; however, your application is incomplete.

We need additional information from you to evaluate your request. In order to complete your application, please complete and return the following documents by September 16, 2020.

2 months most recent Bank Statements (all Pages & all Accounts)  
2 months Proof of Deposit (Boarder, Fixed and/or Rental Income)  
Complete Financial Worksheet  
Hardship Letter (Signed & Dated)  
Year to Date P&L Statement

- You should complete your application by submitting the missing or incomplete document(s) noted above by September 16, 2020. Please return the completed documents to us by fax at (866) 505-0949, email at [lossmitigation@freedommortgage.com](mailto:lossmitigation@freedommortgage.com), or mail at:

Overnight:  
Freedom Mortgage  
10500 Kimesid Drive, Suite 111  
Fishers, IN 46037-9764

Regular Mail:  
Freedom Mortgage  
P.O. Box 50428  
Indianapolis, IN 46250-0428

It is important for you to know that we will attempt to contact you by phone to follow up on this documentation request and answer any questions you may have. Our knowledgeable representatives will be able to assist you with understanding any requirements necessary for your loan to be reviewed for Loss Mitigation options.

Please note, until a complete loss mitigation application is received with respect to your loss mitigation assistance request, you may still receive default notices, and you are required to make your monthly payments during the review process. Also, keep in mind that the foreclosure process may commence or continue until a complete loss mitigation application is received.



If your foreclosure sale date is within 37 days and you have applied for loss mitigation previously, we may not have the appropriate time to review for loss mitigation options and the foreclosure process (if applicable) will continue.

In addition, if you do not return all the required documents by September 16, 2020 we may not be able to evaluate your loan for a foreclosure prevention alternative and foreclosure proceedings may continue.

If you currently maintain a second or subsequent lien on your mortgage such as a home equity line of credit (HELOC), home equity loan, or other subordinate loan type, we recommend you contact the bank or servicer of that subordinate loan for additional loss mitigation options.

To submit a RESPA Qualified Written Request ("QWR"), assert an error or request information about the servicing of your loan, you must use the designated address below:

Freedom Mortgage Corporation  
PO Box 50428  
Indianapolis, IN 46250-0401

You may access your loan information at your convenience, 24 hours a day, 7 days a week! Simply log on to our website at [www.freedommortgage.com](http://www.freedommortgage.com) or call our automated phone system at (855)-690-5900. Customer Care representatives are available to assist you Monday through Friday from 8:00am – 10:00pm and Saturday from 9:00am – 6:00pm Eastern Time.

Sincerely,

Customer Care Department  
Freedom Mortgage Corporation

**IMPORTANT NOTICE: TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED IN BANKRUPTCY, IS SUBJECT TO THE AUTOMATIC STAY OR IS PROVIDED FOR IN A CONFIRMED PLAN, THIS COMMUNICATION IS FOR REGULATORY COMPLIANCE AND/OR INFORMATIONAL PURPOSES ONLY, AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO IMPOSE PERSONAL LIABILITY FOR SUCH OBLIGATION.**



ROBIN S. GORETZKI  
GLENNNA L. GORETZKI  
225 MEIGS STREET  
SANDUSKY OH 44870

September 21, 2020

Re: Loan Number [REDACTED]

Dear Borrower (s).

We understand that borrowers sometimes face challenges when it comes to making their payments. Your application for Loss Mitigation Hardship Assistance has been received by our Loss Mitigation Department; as of September 18, 2020, your application is facially complete. We will review for all possible Loss Mitigation workout options. A final decision is expected to be communicated within 30 days of when your complete loss mitigation application was received.

Currently, we have begun the foreclosure process. However, we cannot conduct a foreclosure sale before evaluating your complete loss mitigation application.

Please consider, that additional information may be requested before a final decision is made. Should additional information be required at a later date, we will permit reasonable timeframes and opportunities for you to submit the required information. Requests for additional information may cause the evaluation to take longer than usual. Foreclosure protections could end if the additional information is not received. You may also be entitled to additional protections under State or Federal law.

If your foreclosure sale date is within 37 days of receipt of a complete loss mitigation application and you have previously applied for loss mitigation assistance, we may not have the appropriate time to review for loss mitigation options and the foreclosure process could continue.

We may order an appraisal to determine the property's value and charge you for this appraisal. If an appraisal is ordered, we will promptly give you a copy, even if your loan does not qualify for loss mitigation assistance. You can also pay for an additional appraisal on your own for your personal use.

If you currently maintain a second or subsequent lien on your mortgage such as a home equity line of credit (HELOC), home equity loan, or other subordinate loan type, we recommend you contact the bank or servicer of that subordinate loan for additional loss mitigation options.



Please note, until a complete loss mitigation application is received with respect to your loss mitigation assistance request, you may still receive default notices, and you are required to make your monthly payments during the review process.

As the servicer of your loan, Freedom Mortgage considers your satisfaction our top priority. To ensure that you have all resources available regarding who to contact should you have any questions about your account please find Freedom Mortgage's contact information below.

**Request for Information/Notice of Error**

Freedom Mortgage  
P.O. Box 50428  
Indianapolis, IN 46250-0401

You may access your loan information at your convenience, 24 hours a day, 7 days a week! Simply log on to our website at [www.freedommortgage.com](http://www.freedommortgage.com) or call our automated phone system at (855)-690-5900. Customer Care representatives are available to assist you Monday through Friday from 8:00am – 10:00pm and Saturday from 9:00am – 6:00pm Eastern Standard Time.

Sincerely,

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Freedom Mortgage Corporation

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ROBIN S. GORETZKI  
GLENN L. GORETZKI  
225 MEIGS STREET  
SANDUSKY OH 44870

March 11, 2020

Re: Loan Number [REDACTED]

Dear Borrower(s),

We are unable to proceed with the review of your request for Loss Mitigation assistance because we have not received the outstanding documents we requested from you. A complete loss mitigation application, including all additional requested documentation, is required in order to perform the review for potential assistance options.

Due to the incomplete status of your documentation, we have closed our review. The following list reflects the documentation that we requested, but have not received:

**Most Recent Signed Federal Inc Tax Return (all Pages & Schedules)**  
**1 months most recent Bank Statements (all Pages & all Accounts)**  
**2 months Proof of Deposit (Boarder, Fixed and/or Rental Income)**  
**Fully executed Rental Agreement**  
**Properly executed IRS Form: 4506-T**

We encourage you to contact us directly to discuss any questions or concerns you may have about your missing items.

We will reconsider your request upon our receipt of a complete loss mitigation package. Any documents you previously submitted are valid for 90-days from the date on the document. To be reconsidered for a loss mitigation workout, please return all documents (including any updates for documents that may be older than 90-days) to us by fax at (866)-505-0949, email at [lossmitigation@freedommortgage.com](mailto:lossmitigation@freedommortgage.com), or mail at:

**Overnight:**  
Freedom Mortgage  
10500 Kincaid Drive, Suite 111  
Fishers, IN 46037-9764

**Regular Mail:**  
Freedom Mortgage  
P.O. Box 50485  
Indianapolis, IN 46250-0485

Please note that the servicing of your loan will continue per the terms of your original Note and Mortgage, including foreclosure proceedings and normal credit bureau reporting, if applicable. If foreclosure activity was previously suspended on your loan, it may now resume. If you would like additional counseling, you may consider contacting the HOPE Hotline at 1-888-995-HOPE. A project of the nonprofit Homeownership Preservation Foundation, the HOPE



Hotline connects homeowners with HUD-approved housing counselors, who offer assistance at no charge. If you have any questions, please contact at ext.1341.

To submit a RESPA Qualified Written Request ("QWR"), assert an error or request information about the servicing of your loan, you must use the designated address.

Freedom Mortgage Corporation  
PO Box 50428  
Indianapolis, IN 46250-0401

You may access your loan information at your convenience, 24 hours a day, 7 days a week! Simply log on to our website at [www.freedommortgage.com](http://www.freedommortgage.com) or call our automated phone system at (855)-690-5900. Customer Care representatives are available to assist you Monday through Friday from 8:00am – 10:00pm and Saturday from 9:00am – 6:00pm Eastern Time.

Sincerely,

Customer Care Department  
Freedom Mortgage Corporation



ROBIN S. GORETZKI  
GLENN A. GORETZKI  
225 MEIGS STREET  
SANDUSKY OH 44870

June 24, 2020

**Re: Loan Number: [REDACTED]**

Dear Borrower (s),

We are unable to proceed with the review of your request for loss mitigation assistance because we have not received the outstanding documents we requested from you. A complete loss mitigation application, including all additional requested documentation, is required in order to perform the review for potential assistance options.

Due to the incomplete status of your documentation, we have closed our review. The following list reflects the documentation that we requested, but have not received:

**2 months Proof of Deposit (Fixed and Rental Income)  
Year to Date Profit & Loss Statement (Signed & Dated)  
2 months most recent Bank Statements (all Pages & all Accounts)  
Properly executed IRS Form: 4506-T**

We encourage you to contact us directly to discuss any questions or concerns you may have about your missing items.

We will reconsider your request upon receipt of a complete loss mitigation application. Any documents you previously submitted are valid for 90-days from the date on the document. To be reconsidered for loss mitigation assistance options, please return all documents (including any updates for documents that may be older than 90-days) to us by fax at (866)-505-0949, email at [lossmitigation@freedommortgage.com](mailto:lossmitigation@freedommortgage.com), or mail at:

**Overnight:**  
**Freedom Mortgage**  
**10500 Kincaid Drive, Suite 111**  
**Fishers, IN 46037-9764**

**Regular Mail:**  
**Freedom Mortgage**  
**P.O. Box 50485**  
**Indianapolis, IN 46250-0485**

Please note that the servicing of your loan will continue per the terms of your original Note and Mortgage, including foreclosure proceedings and normal credit bureau reporting, if applicable. If foreclosure activity was previously suspended on your loan, it may now resume. If you would like additional counseling, you may consider contacting the HOPE Hotline at 1-888-995-HOPE. A project of the nonprofit Homeownership Preservation Foundation, the HOPE Hotline connects homeowners with HUD-approved housing counselors, who offer assistance at no charge. If you have any questions, please contact at ext. (855) 690-5900.



To submit a RESPA Qualified Written Request ("QWR"), assert an error or request information about the servicing of your loan, you must use the designated address below:

Freedom Mortgage Corporation  
PO Box 50428  
Indianapolis, IN 46250-0401

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Sincerely,

Customer Care Department  
Freedom Mortgage Corporation

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ROBIN S. GORETZKI  
GLENN L. GORETZKI  
225 MEIGS STREET  
SANDUSKY OH 44870

September 17, 2020

Re: Loan Number [REDACTED]

Dear Borrower (s),

We are unable to proceed with the review of your request for loss mitigation assistance because we have not received the outstanding documents we requested from you. A complete loss mitigation application, including all additional requested documentation, is required in order to perform the review for potential assistance options.

Due to the incomplete status of your documentation, we have closed our review. The following list reflects the documentation that we requested, but have not received:

**Year to Date Profit & Loss Statement (Signed & Dated)**  
**2 months Proof of Deposit (Boarder, Fixed and/or Rental Income)**  
**2 months most recent Bank Statements (all Pages & all Accounts)**  
**Completed Financial Worksheet**  
**Hardship Letter (Signed & Dated)**

We encourage you to contact us directly to discuss any questions or concerns you may have about your missing items.

We will reconsider your request upon receipt of a complete loss mitigation application. Any documents you previously submitted are valid for 90-days from the date on the document.

To be reconsidered for loss mitigation assistance options, please return all documents (including any updates for documents that may be older than 90-days) to us in one of the following methods:

Email: [lossmitigation@freedommortgage.com](mailto:lossmitigation@freedommortgage.com)  
Fax: (866) 505-0949  
Mail: Freedom Mortgage, 6860 North Argonne St, Unit A, Denver, CO 80249

**\*\*\*Please note\*\*\***

The following documents can be located via your account at <https://invaccount.freedommortgage.com>:

- Borrower Financial Report
- IRS 4506-T
- Contributor Application
- Boarder Information Sheet



➤ Unemployment Affidavit

Once signed into your account follow the below steps to access the documents listed above as needed:

1. Click on "Help Center" at the top of the webpage
1. Click on "Forms" on the right-hand side of the screen
2. Locate the document you need and click on the cloud with the arrow to the right of the document name to download a copy of the form
3. Download form, print and complete as instructed

Please note that the servicing of your loan will continue per the terms of your original Note and Mortgage, including foreclosure proceedings and normal credit bureau reporting, if applicable. If foreclosure activity was previously suspended on your loan, it may now resume. If you would like additional counseling, you may consider contacting the HOPE Hotline at 1-888-995-HOPE. A project of the nonprofit Homeownership Preservation Foundation, the HOPE Hotline connects homeowners with HUD-approved housing counselors, who offer assistance at no charge. If you have any questions, please contact at ext. (855) 690-5900.

To submit a RESPA Qualified Written Request ("QWR"), assert an error or request information about the servicing of your loan, you must use the designated address below:

Freedom Mortgage Corporation  
PO Box 50428  
Indianapolis, IN 46250-0401

You may access your loan information at your convenience, 24 hours a day, 7 days a week! Simply log on to our website at [www.freedommortgage.com](http://www.freedommortgage.com) or call our automated phone system at (855)-690-5900. Customer Care representatives are available to assist you Monday through Friday from 8:00am - 10:00pm and Saturday from 9:00am - 6:00pm Eastern Time.

Sincerely,

Customer Care Department  
Freedom Mortgage Corporation

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ROBIN S. GORETZKI  
GLENN L. GORETZKI  
225 MEIGS STREET  
SANDUSKY OH 44870

October 26, 2020

Re: Loan Number [REDACTED]

Dear Borrower (s),

We are unable to proceed with the review of your request for loss mitigation assistance because we have not received the outstanding documents we requested from you. A complete loss mitigation application, including all additional requested documentation, is required in order to perform the review for potential assistance options.

Due to the incomplete status of your documentation, we have closed our review. The following list reflects the documentation that we requested, but have not received:

**2 months Proof of Deposit (Boarder, Fixed and/or Rental Income)  
Year to Date Profit & Loss Statement (Signed & Dated)  
Fully executed Rental/Lease Agreement**

We encourage you to contact us directly to discuss any questions or concerns you may have about your missing items.

We will reconsider your request upon receipt of a complete loss mitigation application. Any documents you previously submitted are valid for 90-days from the date on the document.

To be reconsidered for loss mitigation assistance options, please return all documents (including any updates for documents that may be older than 90-days) to us in one of the following methods:

Email: [lossmitigation@freedommortgage.com](mailto:lossmitigation@freedommortgage.com)  
Fax: (866) 505-0949  
Mail: Freedom Mortgage, 6860 North Argonne St, Unit A, Denver, CO 80249

**\*\*\*Please note\*\*\***

The following documents can be located via your account at <https://myaccount.freedommortgage.com>:

- Borrower Financial Report
- IRS 4506-T
- Contributor Application
- Boarder Information Sheet
- Unemployment Affidavit



**FREEDOM MORTGAGE®**  
PO Box 50428, Indianapolis, IN 46250-0428

Once signed into your account follow the below steps to access the documents listed above as needed:

1. Click on "Help Center" at the top of the webpage
1. Click on "Forms" on the right-hand side of the screen
2. Locate the document you need and click on the cloud with the arrow to the right of the document name to download a copy of the form
3. Download form, print and complete as instructed

Please note that the servicing of your loan will continue per the terms of your original Note and Mortgage, including foreclosure proceedings and normal credit bureau reporting, if applicable. If foreclosure activity was previously suspended on your loan, it may now resume. If you would like additional counseling, you may consider contacting the HOPE Hotline at 1-888-995-HOPE. A project of the nonprofit Homeownership Preservation Foundation, the HOPE Hotline connects homeowners with HUD-approved housing counselors, who offer assistance at no charge. If you have any questions, please contact at ext. (855) 690-5900.

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Indianapolis, IN 46250-0401

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Sincerely,

Customer Care Department  
Freedom Mortgage Corporation

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